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# The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 23, 1889.

## CURRENT TOPICS.

IT IS STATED that the Lord Chancellor still has under consideration the expediency of filling up the vacancy amongst the Chancery Registrars, and will, on Wednesday next, take the opinion of the judges of the Chancery Division and Court of Appeal on the subject.

BOTH DIVISIONS of the Court of Appeal are making rapid progress with their lists. Very few chancery appeals have been set down since the Long Vacation, and, including these, there remain now about thirty appeals only in the list of Court of Appeal No. 2. There will be some little difficulty in the hearing of some of these cases, inasmuch as they are appeals from decisions of Lords Justices FRY, BOWEN, and LOPES sitting as divisional courts. Both divisions of the court are hearing appeals set down about last July.

THE COURT OF APPEAL have had occasion twice lately to complain that, when the case turned solely or mainly upon correspondence between the parties, or upon a written agreement, three copies of the correspondence or of the agreement were not provided for the use of the judges. Great inconvenience is caused by solicitors neglecting to follow the usual rule in this respect, and it is well to draw their attention once again to the complaint of the court.

SO IT APPEARS that the Land Transfer Bill is to be brought on again next session. At a meeting convened by the Building Societies Association on Thursday week, and at which Mr. BRICKDALE, the assistant-barrister of the Land Registry, is stated to have been one of the speakers, Mr. BINYON, chairman of the association, is reported to have said that "he had the highest authority for saying that a Land Transfer Bill would be the one Bill of the Government which would be pressed forward at the very commencement of the session, but whether in the Lords or Commons in the first instance it was impossible to say. Undoubtedly, however, it would reach the Commons at a very early period." Now the "highest authority" can be no other than Lord HALSBURY, and as the meeting, we believe, occurred after the first Cabinet Council of the season, we must assume that the Lord Chancellor has confided to Mr. BINYON the resolution arrived at by the Cabinet. We are further entitled to assume that, at a meeting convened for the express purpose of considering the "Government Land Transfer Bill," at which an official of the Land Registry appears to have taken a prominent part, and the chairman of the association convening which is a confidant of the "highest authority," the resolutions submitted for adoption would not be opposed to the intended provisions of the reintroduced Bill. Hence it becomes important to look at the remarks of the confidant of Cabinet decisions and at the resolutions submitted to the meeting, in order to obtain a forecast of the course which is proposed to be taken. We gather from Mr. BINYON's remark that "if part 4 of the old Bill were rejected, they might hope for a good and honest attempt to deal

with the transfer of land" (and from the resolution on the subject) that "the highest authority" has confided to this gentleman his intention of adopting Lord DERBY'S advice, and dividing the Bill into two parts. We further gather, from the resolution which was submitted "That any Bill relating to land transfer or registration of title would be practically useless unless the registration be compulsory"—and which, although apparently after considerable difference of opinion, was ultimately passed—that compulsion is intended to be a feature of the Bill. From a subsequent resolution (stated to have been supported by Mr. BRICKDALE)—"That the first registration in all cases should be of a possessory title only, with power to subsequently register an absolute title if the owner so desired, and that a possessory title on the register unchallenged for a period of twenty [*sic.*] years should then become an absolute title"—we are led to assume that the provisions of the Bill as to a possessory title ripening into an absolute title will be of a very extraordinary character. But the point for solicitors to observe is that, at a meeting favoured with a communication from "the highest authority," and attended by an officer of the Land Registry, a resolution is stated to have been proposed and passed, to the effect that:—"any Bill [*i.e.*, Land Transfer Bill] should provide that all covenants in leases stipulating for the preparation of deeds by certain specified solicitors, or for the payment of a fee in lieu of such preparation, should be null and void, and that the delivery to the lessor of an official notice of any assignment, underlease, or charge upon any registered leasehold property should be a sufficient compliance with any covenant to register the same with the lessor or his solicitor, or to pay any fee on such registration." Was this suggested in the communication from "the highest authority"? Or was it part of the bargain between him and the association for the support of the latter to the Land Transfer Bill? In any case it is well for solicitors to know the idea of confiscation which is at the root of the Bill.

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IN THE COURSE of the trial of a witness action by Mr. Justice NORTH on Tuesday, the question was raised, whether a letter written "without prejudice" could be put in evidence without the consent of both parties to the correspondence. Mr. Justice NORTH was at first inclined to the view that the words "without prejudice" are used only for the protection of the *writer*, and that his consent alone is required to make such a letter admissible in evidence. This was the opinion of Vice-Chancellor KINDERSLEY in *Williams* v. *Thomas* (2 Dr. & S. 29), where he received and acted upon letters written "without prejudice" upon the question of the costs of the suit. But in the recent case of *Walker* v. *Wilsher* (23 Q. B. D. 335) the court practically overruled that decision. There the action was tried with a jury, and judgment was given for the plaintiff, by consent, for a sum agreed upon. The defendant then applied to the judge for an order depriving the plaintiff of costs. In support of this application letters between the solicitors of the parties, containing proposals for the settlement of the action, were produced, with the view of shewing that at an early stage of the litigation the plaintiff could have settled the action for the amount which he ultimately accepted. These letters were expressed to be written "without prejudice," and their admissibility was objected to by the plaintiff. But Mr. Baron HUDDLESTON admitted them, and deprived the plaintiff of costs, on the ground that the letters established misconduct on his part. The Court of Appeal held that the letters were inadmissible without the consent of both parties. Lord ESHER, M.R., said: "It is, I think, a good rule to say that nothing which is written or said without prejudice should be looked at without the consent of both parties, otherwise the whole object of the limitation is destroyed." Lords Justices LINDLEY and BOWEN fully concurred in this view, though they pointed out that the rule would not be infringed by having regard to the fact that such letters had been written, and the dates at which they were written. This might be material upon a question of *laches*. The facts, as Lord Justice LINDLEY said, "may be given in evidence, but the offer made, and the mode in which that offer was dealt with—the material matters, that is to say, of the letters—must not be looked at without consent." Upon this case being cited to Mr. Justice NORTH, he at once held that he was bound by it, and he accordingly rejected the letters which were tendered to him without the consent of both parties. The question is one which must frequently arise in practice, and our readers will do well to bear in mind that it has been settled by the decision of the Court of Appeal.

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WE PRINT elsewhere a letter in which a correspondent furnishes some useful details as to the recent legislation in the United States on the subject of the importation of aliens to perform labour of any kind in that country. The point of his communication is the warning that English lawyers going to the United States to get up evidence, conduct commissions, assist in launching companies, or to do any other professional work, even for English clients, render themselves liable to a fine of 1,000 dollars. He suggests whether our legal brethren in the United States cannot do something for the amendment of this most inhospitable law—whether, for instance, they cannot contrive to have the legal profession included among the "actors, artists, lecturers, or singers," who are exempted from its operation. We would add our earnest solicitation to that of our correspondent. Let our legal brethren in the United States consider that the terms of the extremely harsh section 1 of the statute of 1885, quoted by our correspondent, may include, not only humble and deserving English practitioners, but also very exalted personages. They would appear to be sufficiently wide to include the case of a high English legal luminary who may visit the United States under a contract to marry a citizeness of the Republic, and with a view of fulfilling that contract. It is distressing to think that in such a case the luminary aforesaid might not only be fined, but also be "sent back to the nation from whence he came," possibly before the fulfilment of the contract. It is true he might (in case his "industry" was "new to the country") find a loophole in the exemption of cases where "skilled labour for that purpose cannot be otherwise obtained," but it would obviously be a question for a jury whether, under the circumstances, the case came within this exception. It does not appear that, in the case supposed, the luminary would be a "foreign citizen temporarily residing in the United States, engaging . . . domestics," within the exception in section 5 of the Act referred to by our correspondent. We cannot help fearing, however, that the exception of alien lawyers would be one of the last which would be likely to be accepted. So far as we can gather, lawyers are too plentiful in the United States; they are powerful in Congress, and it is not probable that they will extend much favour to English interlopers.

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THE CASE of *Walker* v. *Hobbs* (38 W. R. 63, 23 Q. B. D. 458) is, we believe, the first reported decision under the Housing of the Working Classes Act, 1885 (48 & 49 Vict. c. 72), section 12 of which provides that "in any contract made after the passing of this Act for letting for habitation by persons of the working classes a house or part of a house, there shall be implied a condition that the house is, at the commencement of the holding, in all respects reasonably fit for human habitation." The wife of the occupier of part of a building under a tenancy which was admitted to be within the section, had been injured by the fall of a part of the ceiling, and she and her husband had obtained in the Lambeth County Court a verdict for £50 damages. The appeal to the Queen's Bench Division raised the question whether the Act gave any right of action to a tenant receiving injury through premises being unfit for habitation; and it was argued for the defendant that the only effect of section 12 was to make a proper state of repair a condition precedent to the recovery of rent. It was further urged that the statute contemplated only defects of a sanitary kind, as distinguished from structural defects. The Divisional Court, however, refused to apply a technical construction to the word "condition." The Lord Chief Justice pointed out that, since the object of the Legislature was to provide the working classes with dwellings reasonably fit and proper for habitation, the right of relinquishing the tenancy, if the premises proved to be unfit for habitation, would be an inadequate protection for the tenant, and therefore the Act must be held to import a promise on the landlord's part, for the breach of which an action could be brought.

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A NEW POINT under the Agricultural Holdings Act, 1883, was decided in *Reg.* v. *Maconochie* (reported elsewhere). Section 7

provides that "a tenant claiming compensation under this Act shall, two months at least before *the determination of the tenancy*, give notice in writing to the landlord of his intention to make such claim." In the case in question, the tenant held a farm under a lease for seven years expiring on the 11th of October, 1888. He gave up possession of the greater part of his farm at that date, but, according to the custom of the country, remained in possession of a portion until February, 1889. Within two months before the date of his giving up possession of this portion, but after the expiration of the term granted by the lease, he gave notice to the landlord under section 7. The question was whether, this notice was valid, as having been given "before the determination of the tenancy." It appears to us that the county court judge and the Divisional Court were right in saying that it was; though it does not appear from the report that the latter court put their decision on the right ground. The words "determination of tenancy," on which the question arose, are expressly defined in section 61 as meaning "the *cesser* of a contract of tenancy by reason of the effluxion of time, or from any other cause." It does not appear that the lease for seven years contained anything necessarily repugnant to or inconsistent with the custom of the country as to holding over certain portions of the farm after the expiration of a tenancy; hence that custom must be taken to have been impliedly incorporated in the lease. But it is well established that such a custom operates as *a prolongation of the original term* (*Bevan* v. *Delahay*, 1 H. Bl. 5; *Knight* v. *Benett*, 3 Bing. 366, 367); consequently, as regards the portion held over, there had been no "cesser" of the contract of tenancy. That contract was still existing, though only as regards a part of the farm, and the reasons of convenience mentioned by the court appear to justify a construction of section 7 which obviates the necessity for two notices by the tenant—one as to the portion given up and the other as to the portion retained.

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It is only a few weeks since we made some observations on assaults on judges (33 Solicitors' Journal, 669), and pointed out the remarkable exemption which the English bench had hitherto enjoyed from the risks arising from the desire for revenge of disappointed suitors. We ascribed that immunity to the respect for, and confidence in, the administration of justice in this country, which had happily, until recently, prevailed, and we expressed some apprehension as to the effect of the clamour raised against the judge who tried Mrs. Maybrick's case. What may have been the effect on the excitable foreigner who is charged with shooting Judge Bristowe of the diatribes against Mr. Justice Stephen it is impossible to say, but, according to the local papers, he had remarked on a previous occasion that he "could never get justice here." The odd thing is that there appears to be so little in the report of the prisoner's case before Judge Bristowe, beyond the result, which could give rise to a wild desire for revenge. The plaintiff had to be called to order once or twice by the judge for silly and irrelevant observations during his cross-examination, but no one who knows Mr. Bristowe could suppose that this was done in an irritating manner. It is stated, indeed, that the judge shewed the utmost consideration in trying to ascertain and interpret the plaintiff's broken English. And in the result, although he found for the defendant, he gave no costs. There seems, however, to be some reason to believe that the prisoner, like Dodwell, who attempted to shoot Sir George Jessel, is hardly responsible for his actions.

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It seems tolerably obvious that a contract requires the assent of two parties, and that a contract to be duly made in writing must be signed by two parties, but that the point may be doubtful is shewn by the fact that the Court of Appeal have differed upon it from Mr. Justice Stirling. The question arose in *Re the New Eberhardt Company* upon the construction of section 25 of the Companies Act, 1867, which enacts that all shares shall be deemed to be issued subject to the payment of the whole amount in cash, unless it has been otherwise determined by a "contract duly made in writing." An old company had gone into liquidation and had transferred its assets to a new one. An agreement was thereupon entered into between the old company and its liquidator and the new one, for the issue to debenture-holders in the old company of fully paid-up preference shares in the new one; but this agreement, which might have been sufficient to satisfy the section, was not registered. The document which was registered, and which was intended to be a compliance with the section, was an agreement expressed to be made between the new company of the one part and various persons named in the schedule of the other part; it was duly executed on behalf of the company, but the persons in the schedule did not sign it, nor does it appear that at the time of filing they had even assented to the arrangement. In these circumstances, although the object of the section may be said to have been satisfied, yet it was impossible to say that there was any contract duly made in writing, and so the Court of Appeal held.

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In a case (which came before the Court of Appeal last week) a learned judge at the assizes, sitting without a jury, at the close of the case said to the counsel engaged: "If you like an off-hand judgment, I will give it at once. You are sure to appeal." It is submitted that the habit of certain judges of practically sending the parties to the Court of Appeal without delivering a careful judgment is not fair to the suitors, nor is it fair to the judges of the Court of Appeal, who are entitled to have before them for their assistance the carefully-considered reasons of the court from whose judgment the appeal is brought.

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The omission of three words in our observations last week on the case of "*Re a Solicitor*" (*ante*, p. 48) has given rise to a wrong impression. We said that it was, we believed, "the first case brought before the court upon the report of the Discipline Committee under the Solicitors Act, 1888." What we should have said was, that it was "the first case *of the kind* brought," &c. It was the first case brought before the court in which the Discipline Committee have recommended that no further action need be taken against the solicitor.

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## THE BISHOP'S POWER OF VETO UNDER THE PUBLIC WORSHIP REGULATION ACTS.

A more striking specimen of the extraordinary statutory conundrums, of which our method of legislation insures a perennial supply to the courts of law, can hardly be found than that which came up for solution in the case of *The Queen* v. *The Bishop of London* (23 Q. B. D. 414), recently decided by the Queen's Bench Division. The Divisional Court, as might well be expected in relation to such a loosely conceived enactment as that in question, were divided in opinion, the Lord Chief Justice and Manisty, J., arriving at one conclusion, Pollock, B., at the other.

The 9th section of the Public Worship Regulation Act, 1874, provides, in substance, where a representation, under section 8, has been sent to the bishop of the diocese, complaining of unlawful alterations in or additions to the fabric or ornaments of a cathedral church, that he shall take certain specified steps to have the matter of the complaint tried in one of the ways prescribed by the Act, "unless the bishop shall be of opinion, after considering the whole circumstances of the case, that proceedings should not be taken on the representation, in which case he shall state in writing the reason for his opinion, and such statement shall be deposited in the registry of the diocese, and a copy thereof shall forthwith be transmitted to the person, or some one of the persons, who have made the representation and to the person complained of." In the case in question, a representation having been made to the Bishop of London, complaining of the erection of certain figures upon a reredos in St. Paul's Cathedral, the bishop replied that, having, in pursuance of the statute, considered the whole circumstances of the case, he was of opinion that proceedings should not be taken. He proceeded to state his reasons. We have not space to give them *verbatim*, but the substance of them was, that the main question of principle had already been decided in *Phillpotts* v. *Boyd* (L. R. 6 P. C. 435), in which a figure of a similar character on a reredos had been held lawful; that it appeared impossible to say that the difference between the two erections was of very grave importance, or that one offered serious temptations to idolatry while the other did not; that litigation in such matters, even when necessary, was an evil,

keeping up irritation, embittering men's feelings, and inflicting much mischief on the Church and true religion, and only tolerable in order to prevent worse mischief; and that he was satisfied that, in the present instance, the proceedings could not end in any result which would make up to the Church and to the religious life of the country for the mischief which the litigation itself would inflict on them. Thereupon the complainants applied for a *mandamus* to compel the bishop to act in furtherance of the proceedings in one of the ways prescribed by the Act. The majority of the court were of opinion that the *mandamus* should go, on the ground that the reasons given by the bishop were not such as were contemplated by the section, or founded upon the circumstances of the case.

It is very difficult, as we think, to give a definite interpretation to such a loose and slipshod piece of legislation as that upon which this case turned. Construing the words, it is not, in one sense, difficult to say that the duty cast upon the bishop is to consider the whole of the circumstances of the case, and nothing more, and that such consideration is, to use a common expression, a condition precedent to his jurisdiction to refuse to further the proceedings. But what definite meaning can be given to the "whole circumstances of the case"? Are the words equivalent to the "facts of the case," or do they mean anything, and, if so, how much, more? The word "circumstances" is popularly used in a very loose manner. We cannot help thinking, having regard to the scope of the provision, and the nature of the subject-matter, that the expression "circumstances of the case," as used in this section, was not intended to be merely equivalent to "facts of the case." It seems to us that the latter expression would be of narrower import, and would probably be construed to mean only the facts directly material to the case. We cannot help thinking that something more than this was meant, and that the bishop was intended to have a wider discretion, and to take into consideration, in arriving at a decision, circumstances more in the nature of collateral or surrounding matters as well as the directly material facts of the case. But, if so, it becomes, no doubt, exceedingly difficult to draw the line, to define the circle within which lie the whole circumstances of the case. One can see, of course, that some matters might obviously be entirely unconnected with the case, or so remote that, if a bishop alleged them as reasons, it would be at once possible to say that they were not circumstances of the case, and, therefore, that, in refusing to further the proceedings for such reasons, the bishop was exceeding his jurisdiction. Suppose the bishop gave as a reason that he disapproved of all litigation, or that one of the persons who made the representation sometimes went to sleep during the sermon, or such like. It would be obvious at once in such a case that, though the bishop might be acting from excellent motives, and might have persuaded himself that the considerations on which he had acted were circumstances of the case, he could not be said to have *bonâ fide* exercised the discretion given him by deciding with reference to the circumstances of the case.

To some extent, therefore, it appears to us that the reasons given by the bishop must be subject to review. But it is obvious that there would often be matters, as to which opinion might vary, whether they were so far connected with the case as to be capable of being fairly considered circumstances of the case, and, assuming that they were so, whether they afforded grounds for a decision that proceedings ought not to be taken. Now, we cannot see anywhere any provision, assuming a bishop to have acted on that which was capable of being fairly considered a circumstance of the case, and as such capable of being regarded as a reason, for reviewing his decision or for any appeal against it to any tribunal, on the ground that his conclusion was wrong. It would no doubt often be difficult in practice, once granted that any question may be raised as to the validity of the bishop's reasons before a court of law, to stop short of arriving at the result that there would be a general appeal from the bishop's discretion if he is wrong. A bad reason is, in strict logic, no reason. And it may always be said that a circumstance of the case which does not afford a good reason for the bishop's refusal is not a circumstance of the case in the sense contemplated by the statute. But, as we have said, we cannot see that any such appeal is given; on the contrary, it is clear that, within the limits of his jurisdiction, whatever it may be, the discretion given to the bishop is absolute. It is really another example of an analogous difficulty to that created by the words "for good cause" in ord. 65, r. 1, which have caused so much discussion and such judicial heat. We cannot help thinking that, however difficult it may be to work out logically, a similar principle of interpretation must apply as in the case of those words, that is to say, the reason given by the bishop must be something capable of being considered by a reasonable man a circumstance of the case, and as such a good reason for the bishop's refusing to proceed; but that, granted the existence of such a reason, a court of law has no jurisdiction to consider whether the conclusion drawn by the bishop from it was correct, or in other words to review his decision. We cannot think that the provision by which the bishop is compelled to state his reasons can have the effect of enabling them always to be reviewed. It is abundantly satisfied by the consideration that the necessity for publicly stating reasons is in itself a check on a capricious exercise of a power, and also that it enables the aid of a court of law to be invoked in cases where the bishop may have gone so far wide of the circumstances of the case as to have exceeded his jurisdiction.

We do not propose to discuss in detail the application of the principle of construction above referred to in relation to the facts of the particular case which has suggested these observations. That case is, we believe, coming before the Court of Appeal, when no doubt the matter will be fully threshed out. But it will be observed that the nature of the reasons given by the Bishop of London give rise to a further difficulty. The bishop's main reason, on which all the rest depends, is that a substantially similar figure was held legal in *Phillpotts* v. *Boyd*. It is clear that the conclusion depends on the similarity of the figures. Both of the judges who formed the majority appear to negative, in point of fact, this similarity. It seems to us, we must confess, difficult to contend that, if the fact were that the figures were substantially similar, and so the same point had been decided already by the ultimate tribunal, that would not be a circumstance of the case affording a reason against further proceedings. That gives rise to the question how far, if the bishop acts on something which he finds to be the fact, and which, if a fact, would be a circumstance of the case, and a sufficient reason, his finding of fact can be reviewed by a court of law? We see considerable difficulty about this point, but possibly the correct view must be that here again the question must be one of degree, and that the bishop cannot rely on a similarity as a circumstance if, not only such similarity does not exist, but, to borrow a phrase commonly used in connection with another subject-matter, there was no evidence to go to him of any such similarity. It would seem arguable that there must be some such limit to his discretion, or a bishop, by persuading himself that two cases wholly and essentially dissimilar were on all fours, could stop proceedings involving a novel and important question of ecclesiastical law, which seems to be rather a strong result.

## SOME RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

During the year now expiring several important decisions have been given on county court jurisdiction and practice. Such of them as interpret the new County Courts Act and Rules are, it is needless to state, of peculiar interest.

The cases concerning the jurisdiction of the county courts shall be noticed in the first instance. The case of *Tomkins* v. *Jones* (37 W. R. 328, C. A.) involved the construction of section 56 of the County Courts Act, 1888, which provides that the court shall not have cognizance of any action of ejectment, or in which the title to any corporeal or incorporeal hereditaments shall be in question. It was there held that an action in which the title to leasehold property was in question was rightly removed from the county court into the High Court, since the word "*hereditaments*" was used to describe, not the interest, but the land which was the subject-matter of the interest. This decision is certainly in harmony with the opinion expressed by Parke, B., in *Chew* v. *Holroyd* (8 Ex. 249), to the effect that the word "hereditament" merely defines the nature of the thing itself, and with what was laid down in *Moor* v. *Denn* (2 Bos. & Pul. 247) with respect to the word "hereditament," namely, that the settled sense of that word is to denote such things as may be the subject-matter of inheritance, but not the inheritance itself. In *Reg.* v. *Judge of Greenwich County Court*

(37 W. R. 132, C. A.) it was held that a prohibition will not lie to a county court judge who has granted a new trial on the ground of the misconduct of the jury, although there was no evidence to warrant him in so doing, if the subject of the suit and the application for a new trial were within his competence and jurisdiction. This decision is quite in accordance with previous cases, according to which a prohibition ought never to issue merely because a step taken in the court below may have been unwise or unjust, nor because the High Court considers the decision to be unsatisfactory or erroneous (Pitt-Lewis' County Court Practice, 3rd edition, vol. 1, p. 155, and cases there cited). In *Reg.* v. *Stonor* (57 L. J. Q. B. 510, 59 L. T. 669) the facts were as follows:—A defendant in a county court having made default in payment of £20 due under a judgment, an order was made to commit him to prison. He was never arrested nor imprisoned under the commitment order, which, according to ord. 25, r. 3, of the County Court Rules, 1886, expired when a year had elapsed. It was held, upon motion for a prohibition, that as no arrest nor imprisonment had taken place, and the defendant was still in default, the county court judge had power to make a second order of commitment. While dealing with the subject of commitment orders, it should be mentioned that it was held in *Harris* v. *Slater* (37 W. R 56) that the minute entered in the county court books, pursuant to ord. 2, r. 2, of the County Court Rules of 1886, of an order of commitment, though pronounced in open court, is not an order upon which proceedings for prohibition can be maintained; but an order, to be effective, must be drawn up in the form given under the rules of 1886, ord. 25, r. 33, form 57. This decision, though given in regard to rules no longer in operation, is still of binding force, as ord. 25, r. 33, of the County Courts Rules, 1889, is substantially in the same terms as the old rule upon the subject. Before leaving the cases in which the jurisdiction of the county courts has been questioned by means of a prohibition, it should be mentioned that while section 127 of the County Courts Act, 1888, provides that "it shall be lawful for any judge of the High Court, as well during the sittings as in vacation, to hear and determine applications for writs of prohibition to any court," ord. 59, r. 8, of the Rules of the Supreme Court, December, 1888, which came into operation on the 11th of January, 1889, provides that "every application for a prohibition to a county court other than an application by the Attorney-General shall be brought by notice of motion." This apparent conflict between the section and rule above mentioned gave rise to a doubt as to whether a judge at chambers had any power to make an order for a writ of prohibition. It has, however, quite recently, been held that it is at the option of the applicant for prohibition to proceed either at chambers or in open court, and that the meaning of the rule is that, if the applicant adopts the latter alternative, he must proceed by notice of motion instead of applying for an order *nisi* as under the former practice, (*King* v. *Charing Cross Bank*, W. N., 1889, p. 152.)

The important subject of *appeals* from the county courts to the High Court has given rise to two decisions which must now be noticed. In *Lumb* v. *Teal* (22 Q. B. D. 675) the right of appeal in interpleader cases was considered. It was an interpleader proceeding, under section 157 of the County Courts Act, 1888, where the value of the goods claimed was *less* than £20, but the claimant claimed *more* than £20 as damages against the high bailiff and the execution creditor. The judge gave judgment for the claimant for £15 against the execution creditor, and did not give leave to appeal. It was held that the execution creditor had no right of appeal. No other decision could, it is submitted, have reasonably been arrived at, having regard to the language of section 120 of the County Courts Act, 1888, which expressly provides that there shall be no appeal in proceedings in interpleader where the money claimed, or the value of the goods or chattels claimed, or of the proceeds thereof, does not exceed £20, unless the judge shall think it reasonable and proper that such appeal should be allowed and shall grant leave to appeal. It is true that section 157 of the County Courts Act, 1888, gives power to the county court judge, where the high bailiff interpleads, to adjudicate between the parties to the summons, or either of them, and the high bailiff, "with respect to any damage or claim of or to damages arising, or capable of arising, out of the execution of such process by the high bailiff," and to "make such order in respect thereof, and of the costs of the proceedings, as to him shall seem fit." This claim for damages is, however, clearly a thing arising out of the interpleader proceedings, and is, therefore, so far as the right of appeal is concerned, governed by the proviso in section 120 above referred to. Formerly no right of appeal existed in interpleader cases, and under the County Courts Act, 1856, which first conferred the right, no *leave* to appeal could be given where neither the money claimed, nor the value of the goods claimed, nor the proceeds thereof, exceeded £20. The case of *McGrah* v. *Cartwright* (37 W. R. 619) removes a doubt which had arisen, and to which we have already had occasion to refer (33 SOLICITORS' JOURNAL, 261, 262) as to whether section 121 of the County Courts Act, 1888, which requires an appellant from a county court to furnish the High Court with copies of the judge's notes, as a condition precedent to the appeal being heard, overrides ord. 59, r. 13, of the Supreme Court Rules, which requires the master of the Crown Office to apply to the county court judge for a copy of his notes, and to supply such notes to the High Court. It was there held that the rule is clearly repealed by the section, for that as soon as the section was passed the object of the rule was gone. In cases where the county court judge's notes are not produced, the Supreme Court Rules enable the High Court to determine the appeal upon any other evidence or statement of what occurred before the county court judge as may be deemed sufficient: ord. 59, r. 8. The High Court will not, however, according to a recent decision, exercise the power thereby conferred upon them unless affidavits be filed giving some reason or explanation for the non-production of the notes—such as that none were taken, or that they have been lost: *Lumb* v. *Teal* (22 Q. B. D. 675).

## REVIEWS.

### LAWYER'S DIARIES.

THE LAWYER'S COMPANION AND DIARY AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1890. Edited by J. TRUSTRAM, LL.M., Barrister-at-Law. FORTY-FOURTH ANNUAL ISSUE. Stevens & Sons (Limited); Shaw & Sons.

THE SOLICITOR'S DIARY, ALMANAC, AND LEGAL DIRECTORY, 1890. Waterlow & Sons (Limited).

WATERLOW BROS. & LAYTON'S LEGAL DIARY AND ALMANAC FOR 1890. Waterlow Bros. & Layton (Limited).

The Lawyer's Companion preserves all its customary features of convenience and accuracy. We have tested the list of town and country solicitors in several portions and find it accurate. The Trust Investment Act, 1889, and the portions of the Customs and Inland Revenue Act, 1889, and the Revenue Act, 1889, relating to stamps, are given at the commencement of the letterpress proper. It occurs to us that in future issues, some grouping of the whole recent legislative provisions as to stamps would be desirable, so as to facilitate reference.

Messrs. Waterlow & Sons' Solicitor's Diary forms a compact volume with a diary on good paper, three days to the page. The portion relating to stamps is corrected and revised by Mr. Bond of the Inland Revenue Office, and is clearly arranged. A reference to the duty on an equitable mortgage would however be desirable in the head "mortgage," in addition to the head "equitable mortgage."

Messrs. Waterlow Bros. & Layton's Diary is strongly bound; contains the usual information of these publications, and has the advantage of columns for cash in the diary, which, moreover, gives a page to two days.

## CORRESPONDENCE.

### MUNTON *v.* LORD TRURO.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The eight points settled in favour of the profession under my several actions are very correctly epitomized in the summary contained in your issue of the 9th inst., but numerous additional questions are being pressed upon me by solicitors of high standing:—

First, Whether there was any sufficient reason for abandoning the index under the name of the parish?

Secondly, Whether the profession have been mostly charged one shilling per transaction or one shilling per name for the use of the parliamentary index?

Thirdly, Whether the so called private lexicographical index is usually available at half a crown per name or per transaction?

Fourthly, Whether there is any reason why this registry should not be opened and shut at the same hours as any other public office? and,

Fifthly, Whether the so-called expedition fees, seeing that they are a direct incentive to the continuance of the needless average delay, should not be discountenanced, and the ordinary return of the deed be accelerated?

I had intended to offer some observations on these points, but before doing so, I shall be glad if any of your correspondents will, either through your columns or direct, inform me what their experience is. Let me just add that the registry decided not to appeal against the last decisions, and that my further memorials have now been accepted. FRANCIS K. MUNTON.

95A, Queen Victoria-street, E.C., Nov. 20.

P.S.—The minimum fee for registration settled by the Queen's Bench Division in one of my cases, more than three years ago, was 4s. 6d., or 2s. when oath taken outside the registry. Has anybody since that date paid more than these sums for 200 words (6d. per 100 beyond)?

## ALIENS IN THE UNITED STATES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I would call the attention of your readers to the remarkable statutes passed in the United States in 1885 and 1887 upon the subject of importation of aliens under contract to perform labour in that country.

The Statute of 1885 contains the following provisions:—Section 1 makes it unlawful to prepay the transportation or assist in the importation of aliens "under contract or agreement, parol or special, express or implied, made previous to the importation or migration, . . . to perform *labour or service of any kind.*"

Section 2 makes all such contracts void.

Section 3 imposes a fine of 1,000 dollars for a breach of section 1, which may be sued for by the State or by any person, including the imported alien.

Section 4 provides that the master of any vessel knowingly bringing any such alien shall be guilty of a misdemeanour, punishable by a fine of 500 dollars for every alien brought, and is liable to imprisonment for six months.

Section 5 contains exemptions in favour (1) of foreign citizens temporarily residing in the United States engaging "private secretaries or domestics"; (2) of skilled workmen labouring in an industry new to that country, "provided that skilled labour for that purpose cannot be otherwise obtained"; (3) of actors, artists, lecturers, singers, or domestic servants; (4) of individuals assisting relatives to emigrate.

The statute of 1887 makes additional provisions with regard to the carrying out of the first statute, and requires that any aliens imported against the provisions of that statute shall be sent back to the nations from whence they came at the expense of the ship bringing them.

The first Act has, I am informed, recently been put in force at Norfolk (Virginia) by the imposition of a fine of 1,000 dollars upon a clerk sent out by a Liverpool firm to assist in buying cotton during the cotton season.

It will be observed that the language of the statute of 1885 is so wide that, unless the courts of the United States can see their way to hold that it does not apply to parties to contracts made out of that country, it may lead to very inconvenient results. But if they were so to hold, this would open a loophole large enough to deprive the statutes of all effect, so that the courts have a strong inducement not to take this view.

Your readers may remember that some little time ago the newspapers reported a case of an English minister of religion, who, having been imported under contract to fill a pulpit in New York, was fined 1,000 dollars under this law; and the fine was paid by his new congregation. But it did not, so far as I remember, appear by the report where the contract was made.

A word of warning to our worthy selves. English or other alien lawyers going to the United States to get up evidence, to conduct commissions, to assist in launching companies, or to do any other professional work for clients, although only English, may be fined under this statute. One of the firm of solicitors acting for Mrs. Maybrick, whose journey to America in search of evidence recently excited public interest, might have been mulcted for breach of it, and so apparently might any alien engaged out of the United States to proceed there to give evidence in a trial.

This most inhospitable law is no doubt due to the power of the labour vote in America, and is intended to protect native against imported working men. It is a law which, in the eyes of a wise American, "will much impeach the justice of his State." At any rate, it would be well to reduce its provisions to the end desired.

Cannot our legal brethren in the United States do something towards its amendment? Can they not, at any rate, manage that the legal profession be included with the actors, artists, lecturers, or singers? Some of our younger members have great talents as amateurs in "such branches of learning." Perhaps, at least for these, an exception might be made; and their qualifications could be tested at Castle Garden, in the presence of an American judge and jury, before they are "sent back to the nation to which they belong."

There is some virtue, however, in this law; for, as it provides that the vessel bringing the offender is to take him back at her own expense, there seems to be a pleasant opening for the weary but impecunious or economical lawyer to get a return ticket upon easy terms. Perhaps the shipowner might say that food and drink were not "nominated in the bond," but no doubt some learned Portia could be found to overrule such a technical objection. H.

## THE DIVORCE REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It was my misfortune to have for the first time to attend a summons at the Divorce Registry on the 11th inst. The summons was returnable at 11.30, and inasmuch as I and my opponent are both City practitioners, we arranged to attend punctually at the hour named. Accordingly at 11.30 we attended at the registry. To my surprise I found there was no such thing as a printed list of summonses, that all the summonses are made returnable at the same hour, that practitioners hand the summonses to a messenger who stands outside the door of the registrar's room, and that they are then heard in the order in which they are handed in. On the day in question there must have been at least fifty summonses, and I was unfortunate enough not to arrive in time to get my summons handed in early (though attending at 11.30), the result being that it was 1.30 before my summons was called.

On the 18th inst. I again had occasion to attend; this time I determined if possible to get my summons handed in early, so reached the registrar's room at 11.20, and my summons was the third handed in. At 11.30 punctually the registrar arrived, when to my surprise, instead of the "inferior animals'" list being called, a case attended by counsel, and so far as I could ascertain not in the list, was first heard. I waited until 12 o'clock in the hope that my summons would be called, but it was not, the case with counsel then still being before the registrar, and as I had another appointment, I was compelled to adjourn the summons to the next open day, which appeared to be the following Monday.

It appears to me that this mode of carrying on the business is nothing short of a scandal, and how it is that practitioners have so long submitted to, and suffered from, it without protesting, I am at a loss to imagine. To begin with, making all the summonses returnable at the same time is absurd. There can be no difficulty in adopting the system in operation in the other divisions—viz., having a certain number of summonses entered for each hour and having a printed list. Then to allow counsel to go in before the list is commenced, and to keep a large number of practitioners waiting for over half an hour, is simply monstrous. Surely if counsel are engaged in a pressing case there should be no difficulty in their attending at 11 o'clock, at which time presumably the registrar is in attendance.

As I propose making a representation to the registrars upon the subject, I should feel obliged if any of my professional brethren who are in the habit of practising in the Divorce Registry will write me that they support the suggestions herein contained. W. SPYER.

53, New Broad-street, E.C., 20th November, 1889.

## COMMISSIONERS FOR OATHS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. Miller's letter, in your issue of the 2nd inst., raises some interesting and important points. Some of his conclusions, however, would seem to be based on a view which, I submit, is hardly accurate—namely, that a solicitor's certificate expires on the 15th of December.

In law and in fact all certificates expire on the 15th of November, and are renewable on the 16th of that month. A calendar month's grace is given, and every certificate renewed on or before the 15th of December bears date as of the 16th of November, and relates back to the expiry of the last year's certificate, with the result that the holder has never ceased to be a certificated solicitor. This month's grace is generally sufficient to cover cases of *bonâ fide* omission to renew, "through accident or otherwise."

I hardly think the words which Mr. Miller suggests, by way of addition to the existing form of commission, would meet his difficulty. For instance, my own commission bears date the 25th of November. At that date I did not *de facto* "hold a duly-stamped certificate for the time being in force," but was in that state of suspended, or rather hypothetical, animation common to the bulk of country solicitors. Yet my commission described me as "being a practising solicitor." Supposing I had administered an oath before the 16th of December, and failed to renew my certificate, I cannot

think that my action *quâ* commissioner would have become void, or even voidable.

With regard to the future title of commissioners, it certainly seems to me that section 13 of the new Act in effect authorizes the shorter and more accurate description, "a commissioner for oaths," for existing commissioners of the Supreme Court, and, in the absence of any rule or order to the contrary, I shall not hesitate to adopt it as from the 1st of January, 1890. W. DIGBY THURNAM.

61, Lord-street, Liverpool, Nov. 19.

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### STAMP ON TRANSFER OF MORTGAGE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the letter of your correspondent, "J. H. Bullock," under this heading, and the article thereon in your issue of the 9th inst., I may mention that I have quite recently had an analogous point raised in stamping an assignment of an equity of redemption.

In this case the purchase-money was £200, and the mortgage debt £500, with no quarterly payment of interest due, but a few days only accruing. On discussing the question in the Inland Revenue solicitors' room at Somerset House, they maintained that the proper duty was £3 15s., and not £3 10s., with which former amount I decided to stamp it. T. W. SMITH.

St. Helen's-chambers, 34, Bishopsgate-street Within, E.C.,
Nov. 20.

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# CASES OF THE WEEK.

## Court of Appeal.

**SMITH *v.* WOOD—No. 1, 19th November.**

PENALTY—SALE OF COALS IN LONDON—METHOD OF WEIGHING—CONSTRUCTION OF PENAL STATUTE—1 & 2 WILL. 4, C. LXXVI., SS. 54, 57.

This was an appeal from the decision of a divisional court (Denman and Charles, JJ., reported 37 W. R. 800, 23 Q. B. D. 380). The plaintiff purchased certain coals from the defendant, a coal merchant, and brought an action to recover penalties for deficiency in weight under 1 & 2 Will. 4, c. lxxvi. By section 54 every carman, when the coals are carried in sacks, shall, if he shall be required to do so, weigh any one or more of the sacks with the coals therein, and afterwards the sack without any coals in it. By section 57 provision is made for the attendance of a policeman or other credible person as witness while the coal is weighed, and the sacks of coal, both with and without the coal therein, are to be weighed in his presence, and a penalty, not exceeding £5 for each sack, is imposed on the coal-seller for deficiency in weight. In pursuance of the plaintiff's order, ten sacks of coal, each purporting to contain two hundredweight, were delivered at his residence. He desired the carman to weigh them, and, having procured the attendance of a constable, this was done in his presence. Instead, however, of weighing each sack, first with the coal in it, and then empty, the carman placed the full sack in one scale and in the other placed the weights and an empty sack. Seven of the sacks being deficient in weight, this action was brought and tried before Wills, J., and a jury, when a verdict for the plaintiff was returned for £10 10s., for which judgment was given. The Divisional Court set this aside on the authority of *Meredith* v. *Holman* (16 M. & W. 798), considering that the method of weighing prescribed by the Act had not been followed. The plaintiff appealed, but

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that, far from differing from *Meredith* v. *Holman*, he thought it was obviously a right decision. A penal statute such as this must be construed strictly. It prescribed a certain method in which coal must be weighed. The Legislature knew that the persons who would be called upon to weigh coal under this Act would be persons unaccustomed to such a duty, and therefore they prescribed specifically the manner in which the weighing was to be done. It was a condition precedent to the recovery of the penalty that the weighing should take place in the manner prescribed by the Act. Instead of that the coal had, in this case, been weighed in a much more rough and inexact method. It was obvious that sacks might differ in weight, and that the mere throwing of an empty sack into the scale with the weights was not a satisfactory method of ascertaining the weight of the coal. The provisions of the Act had not been complied with, and, since it was a penal statute, the plaintiff could not succeed in his action for penalties. LINDLEY and LOPES, L.JJ., delivered judgment to the same effect.—COUNSEL, *J. B. Walker* and *Bassett Hopkins*; *Cock*, Q.C., and *Chester Jones*. SOLICITORS, *J. Roberts*; *Lewis & Sons*.

**TOMLINSON *v.* CONSOLIDATED CREDIT AND MORTGAGE CORPORATION, (LIM.)—No. 1, 20th November.**

LANDLORD AND TENANT—DISTRESS—REMOVAL OF GOODS—BILL OF SALE—11 GEO. 2, C. 19, S. 1—BILLS OF SALE ACT, 1883 (45 & 46 VICT. C. 43).

This was an appeal from the decision of a divisional court (Field and Manisty, JJ.). The action was brought, under section 1 of 11 Geo. 2, c. 19, for fraudulently removing certain goods with intent to avoid a distress. The plaintiff was the landlord of certain premises of which a man named Flicker was the tenant. On the 29th of September, 1887, rent to the amount of £30 became due from Flicker to the plaintiff. On the night of that day the defendants removed the goods and furniture in question from Flicker's house with his consent. At the trial, which took place before Grantham, J., and a jury, the defendants relied on a bill of sale which had been executed to them by Flicker previously to the 29th of September. Judgment was given for the plaintiff, but was set aside by the Divisional Court on the ground that the goods removed were not the property of the tenant, but of the defendants. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the action was brought under the statute of George II., which provided that certain consequences should ensue where a tenant's goods were fraudulently removed with the intention of defeating a distress for rent then due. Here there was no doubt that the rent was due, and that the goods had been removed with the intention of avoiding the distress. But the goods were not the tenant's goods. Directly the bill of sale was executed, the legal property in the goods passed to the defendants, and the case was therefore not within the Act. Another point had, however, been raised—namely, that since, under section 13 of the Bills of Sale Act, 1883, the grantee of a bill of sale could not remove the goods for five days after he had seized them, the defendants could not remove these goods for five days after the 29th of September. But the landlord had no *locus standi* to complain of this. The case of *Lane* v. *Tyler* (56 L. J. Q. B. 461) had decided that where goods seized under a bill of sale were removed by the grantee with the consent of the grantor within the five days the landlord could not complain. That was a right decision, for the Bills of Sale Act was not passed in the interests of the landlord, but to settle the rights of grantors and grantees of bills of sale. LINDLEY and LOPES, L.JJ., delivered judgment to the same effect.—COUNSEL, *Waddy*, Q.C., *Hammond Chambers*, and *Ogle*; *Cock*, Q.C., and *W. H. Clay*. SOLICITORS, *J. B. Churchill*; *Vanderpump & Eve*.

**GLASIER *v.* ROLLS—No. 2, 20th November.**

APPEAL—SHORTHAND NOTES—COSTS—APPLICATION AFTER ORDER PASSED AND ENTERED—R. S. C., XXVIII., 11.

An appeal in this case was heard and decided by the Court of Appeal in July last (33 SOLICITORS' JOURNAL, 642), and the order allowing the appeal had since been passed and entered. An application was now made on behalf of the successful appellant that the costs of transcripts of the shorthand notes of the evidence taken on the trial of the action might be allowed as part of his costs of the appeal, and also the costs of transcripts of the judgments of the House of Lords in the case of *Derry* v. *Peek* (33 SOLICITORS' JOURNAL, 589). The notes of the evidence were transcribed for the purpose of the appeal, and were used on the hearing of the appeal by the court and by counsel, the notes taken by Kekewich, J., being very brief, and no sufficient notes having been taken by counsel. The hearing of the appeal had been postponed until after the decision of the House of Lords in *Derry* v. *Peek* should have been given, and the hearing took place before *Derry* v. *Peek* had been fully reported, so that the judgments of the law lords could not be brought before the Court of Appeal in any other way than by transcripts of the shorthand notes. No application for the allowance of these costs was made at the time when the order upon the appeal was pronounced, and the order, as passed and entered, did not contain any direction that they should be allowed.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) refused the application. COTTON, L.J., said that the order of the Court of Appeal had been passed and entered, and except under rule 11 of order 28 (the "slip" order), when some slip had been made in not inserting in the order something which the court intended to be there, such an application as the present could not be granted, because the effect would be to alter the final order of the court already completed. Even if the court would have thought it right under any circumstances to allow the costs of the shorthand notes of the evidence, it could not do so now. The taxing master could not allow these costs unless a direction to that effect was given by the court, and it had already been laid down by this court that an application for such a direction ought to be made when the judgment was delivered or immediately afterwards, because the court would then have all the facts fully before it. The costs of shorthand notes of evidence ought not to be allowed except in a very extreme case; the judges notes, coupled with the notes of counsel, ought generally to be sufficient, especially in a case like the present, in which the decision turned mainly upon a point of law. But his lordship based his decision only on the ground that the order on the appeal could not be altered after it had been passed and entered. This ground applied also to the notes of the judgments of the House of Lords in *Derry* v. *Peek*. Those notes, however, stood in a different position from the notes of the evidence, and if the taxing master should think that the costs could be allowed under the order as it now stood, no alteration would be necessary. But his lordship declined to make any alteration in the order now, there having been no slip in drawing it up. BOWEN, L.J., entirely agreed, and he thought the judgment of the court ought to rest on the ground upon which Cotton, L.J., had put it. An application to alter a judgment of the court after it had been passed and entered, on the ground that it did not express the intention of the court, was quite a different thing from an application to alter a judgment by embodying in it something which was not thought of at the time when the judgment was pronounced. His lordship quite agreed as to the general practice about allowing the costs of shorthand notes of evidence; it was a matter within the discretion of the court. But it was important that suitors should know that it would require a very extreme case to induce the court to allow the costs of shorthand notes of

evidence. To do so as a general rule would be to add a new terror to litigation. FRY, L.J., concurred.—COUNSEL, *Muir Mackenzie; Warmington* Q.C, and *Solomon*. SOLICITORS, *E. T. Tadman; Byrne & Lucas.*

**LISTER *v.* LISTER**—No. 2, 19th November.

HUSBAND AND WIFE—DIVORCE—PERMANENT ALIMONY OR MAINTENANCE—LIMITATION UNTIL RE-MARRIAGE OF WIFE — DISCRETION OF COURT — 20 & 21 VICT. c. 85, s. 32.

The question in this case was, whether an order for the payment of maintenance by a husband to a wife on the dissolution of the marriage ought to contain a limitation of the payment to the period of her continuing unmarried. Section 32 of the Divorce Court Act, 1857, provides that "the court may, if it shall think fit, on any such decree" (that is, for dissolution of marriage), "order that the husband shall, to the satisfaction of the court, secure to the wife such gross sum of money, or such annual sum of money, for any term not exceeding her own life, as, having regard to her fortune (if any), to the ability of the husband, and to the conduct of the parties, it shall deem reasonable." In the present case the marriage was dissolved on the petition of the wife, on the ground of the cruelty and adultery of the husband. She had married at the age of seventeen, and was now over thirty. She had no property. The husband had property which produced an income of nearly £600 a year. Butt, J., had ordered the husband to pay to the wife an annual sum of £195 during her life, and had refused to add the limitation "so long as she remains unmarried." It was alleged that he had laid down as a general rule that such a limitation ought never to be inserted, and that in so doing he had altered the settled practice of the court.

THE COURT (COTTON and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that the judgment of Butt, J., shewed that he did not intend to lay down any such general rule, but that he only held that the court had a discretion which was to be exercised with regard to the facts of the particular case, and in the present case he thought that he ought not to insert any limitation of the wife's life interest. In the opinion of the Lord Justice section 32 gave the court a discretion. He did not mean to say that an appeal would not lie from the exercise of that discretion, but in the present case he could see no reason for differing from Butt, J., who must know much better than this court what was the conduct of the husband which had caused the dissolution of the marriage. FRY, L.J., was of opinion that section 32 gave the court a discretion. Butt, J., was said to have laid down a rule that, *primâ facie*, any annual allowance made to a wife under section 32 ought to be for her life, but his judgment shewed that he had no such intention. On the other hand, it was argued that, *primâ facie*, the allowance ought to be only until the wife should marry again. In his lordship's opinion that proposition was equally untenable. The language of section 32 was opposed to it. Section 32 empowered the court to award the wife a gross sum, which obviously would not cease on her re-marriage. The effect of section 32 was to leave the judge an unfettered judicial discretion, to be exercised without any bias, having regard to the facts of each case. It would be wrong to lay down any *primâ facie* rule in either direction. The only question was whether Butt, J., had exercised his discretion wrongly in the present case. In his lordship's opinion the sum awarded by Butt, J., was not, under the circumstances, an excessive compensation to be made by a husband who had violated all his marital duties.—COUNSEL, *Finlay*, Q.C., and *H. Stokes; Inderwick*, Q.C., and *Searle*. SOLICITORS, *Smith, Fawdon, & Low; Roche & Son.*

***Re* THE NEW EBERHARDT CO, *Ex parte* MENZIES**—No. 2, 20th November.

COMPANY—PAYMENT FOR SHARES OTHERWISE THAN IN CASH—REGISTRATION OF CONTRACT IN WRITING — CONTRACT EXECUTED BY COMPANY ONLY—COMPANIES ACT, 1867, s. 25.

The question in this case was, whether the contract in writing, which, when shares in a company are to be paid for otherwise than in cash, is required by section 25 of the Companies Act, 1867, to be filed with the Registrar of Joint-Stock Companies, must be executed, not only by the company, but also by the person to whom the shares are issued. Section 25 provides that "every share in every company shall be deemed and taken to have been issued, and to be held, subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract duly made in writing and filed with the Registrar of Joint-Stock Companies at or before the issue of such shares." In the present case a motion was made by the holder of preference shares in the company, purporting to be fully paid up, asking to have the register rectified by striking out his name, on the ground that no contract had been filed as required by the above section. The company was formed to purchase the assets and business of an old company, called the Eberhardt and Monitor Co., part of the arrangement being that preference shares in the new company should be allotted to the debenture-holders of the old company in exchange for their debentures, an agreement for that purpose being entered into between the old company and their liquidator and the new company. This agreement was not registered. But there was registered a document, dated the 28th of September, 1888, and expressed to be made between the New Eberhardt Co. (Limited) of the one part, and the several persons named in the schedule thereto of the other part. This agreement contained a recital of the incorporation of the new company with a capital of £75,000 in 250,000 ordinary and 50,000 preference shares of 5s. each, and of an agreement between the old company and its liquidator and the new company that the new company should issue to the holders of debentures in the old company four fully-paid preference shares in the new company for every £1 of debentures held by them; and it was witnessed that, in pursuance of the agreement, the company should allot and issue to the persons named in the schedule the number of shares set opposite to their names respectively, and it was agreed and declared that the shares included in the schedule were to be held as shares upon which the full sum of 5s. per share had been paid, and should be liable and subject to no further payment. The seal of the new company was affixed to this document, but the document was not executed by or on behalf of any of the persons named in the schedule. Stirling, J., held that the execution by the company was sufficient.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. COTTON, L.J., said that the document which was registered was not an agreement at all. It contained an offer by the new company, which would have become an agreement as soon as it was accepted by the debenture-holders. Probably it would have been sufficient if the agreement between the liquidator of the old company and the new company had been registered; but his lordship could not see that anything amounting to a contract had been registered. The only thing registered was an offer by the new company to issue shares to anyone who would accept them, and, at the time when it was filed, there had been no acceptance by any of the persons to whom it was intended to issue the shares. The words of section 25 were very different from those of the Statute of Frauds, under which a memorandum in writing of an agreement signed by the person to be charged was sufficient. The name of the appellant must be removed from the register. BOWEN, L.J., said that the document registered was only an offer at the time when it was filed; there was certainly not a contract in writing at that time. He regretted the decision. There had been an unfortunate slip, for the objects of the Act had been fulfilled, though its requirements had not been complied with. FRY, L.J., said section 25 required that there should be a contract; that the contract should be duly made in writing; and that it should be filed with the registrar. And all these things must be done at or before the issue of the shares. Here there was a contract between the liquidator of the old company and the new company, but that was never registered. Instead of it a memorandum was filed which purported to be a memorandum of an agreement between the new company and the persons whose names were mentioned in the schedule. Not one of those persons signed the memorandum or accepted the shares until they were issued. There was no contract at the time of the issue of the shares, and still less was there any contract in writing. His lordship regretted that it was impossible to come to any other conclusion, for the document was an honest one.—COUNSEL, *Whinney; Grosvenor Woods*. SOLICITORS, *Snell, Son, & Greenip.*

## High Court—Chancery Division.

**CASE *v.* CASE**—Kay, J., 14th November.

MARRIAGE BETWEEN BRITISH SUBJECT AND FOREIGNER—MARRIAGE CONTRACT—LAW OF FOREIGN COUNTRY—ENGLISH REAL ESTATE—DOUBT—FAMILY SETTLEMENT—RESTRAINT ON ANTICIPATION.

In 1834 Thomas Case, a domiciled Englishman, married in Turkey a lady who was a subject of the then kingdom of the Two Sicilies. A marriage contract was executed before the marriage, by which Thomas Case gave to his bride half of his revenues and goods, movable and immovable, as an irrevocable donation in augmentation of her dowry. At this time Thomas Case was tenant in tail in possession of estates in Staffordshire and Lancashire, but there was no evidence that he ever had any personal estate. No steps were taken to transfer the property or to carry out the provisions of the contract. In 1846 Thomas Case disentailed and sold the Staffordshire property and disentailed the Lancashire property. At this time Mr. and Mrs. Case had two children. By an indenture of the 17th of June, 1847, made between Thomas Case, his wife, a jointress, and four sets of trustees, the Lancashire property was—in order to avoid doubts which had arisen as to the effect of the contract—settled in strict settlement, with provisions for younger children. Mrs. Case released her rights under the contract, and received an annuity of £100 during her husband's life and an annual rent-charge of £400 after his death, to be increased to £600 on the death of the jointress. In 1886 Thomas Case and his wife executed a deed confirming the contract, declaring that the settlement of 1847 was void, and professing to settle the property on different trusts. Thomas Case died in 1887. The Lancashire property had largely increased in value, and the widow and her younger children now claimed to have the settlement of 1847 set aside and the trusts of the contract executed. They argued that the contract had to be construed by Sicilian law, that under that law the wife was entitled to half the property without power of alienation, that the contract ought to have been carried out by settling half the property on her without power of anticipation, and that no family settlement could give a power of alienation to a person who did not possess it.

KAY, J., said that the construction of the contract was by no means clear, and the parties were well advised in 1847 that its effect was very doubtful. The deed of 1847 had every element of a family settlement, which was a thing which the Court of Chancery had always considered a most sacred matter. The settlement had been acted on for forty years, was founded on a reasonable doubt, and ought not to be upset now.—COUNCIL, *Renshaw*, Q.C., and *Wilkinson; Marten*, Q.C., and *G. Henderson; Robinson*, Q.C., and *R. J. Parker; A. a'B. Terrell; Gaskell.* SOLICITORS, *Venning, Sons, & Manning; Bircham & Co.; Ford, Ranken, Ford, & Ford.*

**OTTO *v.* SINGER**—Chitty, J., 19th November.

PATENT—PROVISIONAL SPECIFICATION—LICENSEE OF PATENT.

In this case the plaintiff, the registered proprietor of a patent for an im-

proved method of securing elastic tyres in wheel rims for bicycles, had, when having obtained provisional protection, only granted to the defendants a licence for a term of one year from the 1st of December, 1886, and further from year to year during the continuance of the letters patent to be granted (if granted) for the said invention or any prolongation or extension thereof. The defendants, having paid the royalties for the first year, declined to pay any further royalties, alleging that the patentee had agreed in the licence to complete the letters patent for the whole invention described in the provisional specification, and had failed to do so, having, when before the comptroller, admitted prior claims to, and abandoned a portion of, his claim which, according to the defendants, formed the substance of the whole and all that they desired to use when they obtained the plaintiff's licence. The plaintiff claimed to be paid the further royalties, and the defendants sought to have the plaintiff's licence declared void.

CHITTY, J., said that the defendant's case was, that protection was obtained by the final specification for less than the whole invention. They knew that they could not dispute the validity of the patent, and, indeed, there was no ground for saying a valid patent had not been obtained. They sought to have the licence declared void. Why should it be declared void? Consideration had passed, and there was no ground for saying there was a total failure of consideration. Reading the document itself, there was no misrepresentation in it. The plaintiff and the defendants met together, and they were both satisfied with the provisional specification. The parties knew the patent law, and there was no ground for saying the defendants were deceived. The defendants knew what steps the plaintiff would have to take under the Act of Parliament, and that he would have to ascertain and make clear what he was allowed to leave rough and incomplete in the provisional specification. The question now raised was quite new, and generally the contention was the other way—namely, that the final specification exceeded the provisional. In the present case, when the licence was fairly worked out the question was settled. It was a licence for a year certain, and then from year to year during the continuance of the patent; and there was a covenant to complete the letters patent. The defendants tried to found on that a warranty for the whole invention which might, by any chance, be comprised in the provisional specification. That was not in the least its meaning. It was no warranty. It was merely a covenant to complete the letters patent. The licence was to end if the patent was declared invalid in a court of law; but until then the licensor was to have all his royalties. Then the licensor was to indemnify the licensee and to defend the patent. The result was that something had passed by the deed. There was no warranty that any patent would be obtained, or that anything should be done except what had been done by the plaintiff—namely, to take proper proceedings to complete the patent. There was no ground for declaring the licence void. The parties could give notice to terminate it if they liked He based his judgment on the deed itself, and the bargain was that the royalty should be paid. The plaintiff was entitled to succeed in his action, and have an account of what was due for royalties.—COUNSEL, *Romer*, Q.C., and *Chadwyck Healey; Moulton*, Q.C., *Maclean*, Q.C., and *Whinney*. SOLICITORS, *Saunders, Hawksford, Bennett, & Co.; Ullithorne, Currey, & Co*, for *Deuces, Seymour, & Wilks*, Coventry.

**GROSVENOR *v.* WHITE**—North, J., 15th November.

PRACTICE—STRIKING OUT PLEADINGS—"NO REASONABLE CAUSE OF ACTION"—R. S. C., XXV., 4; XXXIV., 2.

This was a motion by one of the defendants, under rule 4 of order 25, that the plaintiffs' statement of claim might, as against him, be struck out, on the ground that it disclosed no reasonable cause of action against him, and that judgment might be entered for him, and the plaintiffs ordered to pay his costs of the action subsequently to the 1st of August, 1889. The plaintiffs were the tenant for life under a will of a sum of £20,000, and her infant children, who were entitled to the fund in remainder; the defendants were the trustees of the will. The writ was issued on the 3rd of July, 1889. The statement of claim was delivered on the 25th of October, 1889. According to the allegations contained in it, the £20,000 was invested by the trustees in the purchase of £19,141 19s. 8d. India 4 per Cent Stock. This stock was redeemable at par on and after the 10th of October, 1888, upon the Secretary of State for India giving one year's previous notice. In April, 1887, the Secretary of State gave notice to the holders of the stock that he was prepared to grant them an equal amount of 3½ per Cent. Stock in exchange for their holdings of 4 per Cent. Stock, and that those who accepted the offer would on the 6th of July, 1887, receive interest at 4 per cent. on their old stock up to that date, and also 10s. per cent. on their old stock in advance, up to the 10th of October, 1888, this being the difference for that period between the interest at the old rate and the interest at the new rate. This offer must be accepted by the 1st of June, 1887, and the Secretary of State announced at the same time his intention of giving notice to pay off at par on the 10th of October, 1888, such of the holders of 4 per Cent. Stock as did not accept his offer of conversion. This notice to pay off was subsequently given on the 4th of October, 1887. Both the notices were received by the trustees of the will, but they did not accept the offer of conversion, and on the 10th of October, 1888, the sum of £19,141 19s. 8d. cash was paid to them by the Secretary of State in pursuance of his notice to pay off the old stock. The trustees allowed this sum to remain in a bank uninvested until the 14th of May, 1889, when they invested it in some railway stocks. The 3½ per Cent. India Stock stood in the market at a premium from the date of the offer of conversion until after the 14th of May, 1889. By the writ in this action the plaintiffs claimed payment by the defendants to the tenant for life of the sum of £326 12s. 2d., the amount of the income which she had lost by reason of their allowing the sum received from the Secretary of State to remain uninvested from October, 1888, to May, 1889; and also that the defendants should, out of their own moneys, invest in their names on the trusts of the will the sum of £1,818 9s. 8d., that sum being the difference between the £19,141 19s. 8d. and the market value on the 14th of May, 1889, of an equal amount of 3½ per Cent. India Stock. On the 1st of August, 1889, one of the defendants, who was the acting trustee, paid into court the sum of £326 12s. 2d. to answer the claim of the tenant for life in respect of loss of income, and she took it out of court. The statement of claim, in addition to the above facts, stated this payment into court and the taking of the money out; it contained allegations that by the negligence of the defendants the above-mentioned amount of income had been lost to the tenant for life and the sum of £1,818 9s. 8d. had been lost to capital; and it claimed an order that the defendants should, out of their own moneys, invest in their names on the trusts of the will the sum of £1,818 9s. 8d.; the payment of costs by the defendants; and further or other relief. The present motion was made by the trustee who had paid the money into court, the object being to raise the legal question whether the trustees were liable to make good the alleged loss of capital.

NORTH, J., refused the motion. He said that, independently of the loss of capital, the statement of claim disclosed a cause of action in respect of the income, which the defendant had by the payment into court admitted to be a good cause of action, and the question of costs remained. But his lordship allowed the motion to be converted into a motion under rule 2 of order 34 for the decision of the preliminary question of law before the trial of the action, and he made an order accordingly.—COUNSEL, *Napier Higgins*, Q.C., and *Upjohn; Cozens-Hardy*, Q.C., and *Elgood*. SOLICITORS, *Clarke, Woodcock, & Ryland; Tyrrell, Lewis, & Co.*

**WOOD *v.* GREGORY**—North, J., 16th November.

PARTITION ACTION—PRACTICE—REQUEST FOR SALE—PROOF OF TITLE AT HEARING—INQUIRY IN CHAMBERS.

This was a partition action, in which the plaintiffs, the owners of a moiety of the property, the defendants being the owners of the other moiety and a trustee, asked for a sale. The plaintiffs asked that an immediate order for sale might be made, without any direction for an inquiry in chambers whether all the persons interested were parties to the action. The property was valued at £10,000. The plaintiffs were prepared with an affidavit that all the persons interested were parties, and reliance was placed on *Re Stedman* (W. N., 1888, p. 119) in which Kay, J., adopted the course now proposed. Reference was also made to *Willis* v. *Willis* (38 W. R. 7), in which a similar course was taken by Chitty, J.

NORTH, J., declined to deviate from the ordinary practice of directing an inquiry in chambers. He did not regard the case before Kay, J., as an authority that in all partition actions the title of the parties should be proved in court at the hearing. Such a course might be very proper in simple cases, and especially if the value of the property was small. In the present case the title appeared to depend upon a complicated pedigree, and the value of the property was considerable. He thought it would be more convenient, and more for the interest of the parties that the inquiry as to title should be made in chambers in the ordinary way. He gave leave to apply in chambers for an order for sale.—COUNSEL, *H. M. Humphry; W. Baker; Oswald*. SOLICITORS, *Torr & Co.; W. Montgomery White; Chester & Co.*

***Re* GOLDSMID, MOCATTA *v.* ATTORNEY-GENERAL**—Stirling, J., 13th November.

CHARITY—BEQUEST FOR "ESTABLISHMENT" OF SCHOOL—MORTMAIN AND CHARITABLE USES ACT, 1888.

In this case a question arose whether a gift of bank annuities towards the "establishment" of a school came within the Mortmain and Charitable Uses Act, 1888. A testatrix, who died in 1889, by her will dated in 1885 made the following bequest:—"I bequeath to F. D. Mocatta and A. G Henriques or other the trustees or trustee for the time being of the projected Training or Normal School of Jewish Teachers the sum of £3,100 New Three per Cents. Annuities standing in my name in the books of the Governor and Company of the Bank of England to be applied by such trustees towards the establishment of such normal school." The testatrix had for some time previously to her death in contemplation the founding of such a school, and had received subscriptions to a large amount for that object which she had invested in the names of trustees. The scheme, however, at her death remained inchoate. The present summons was therefore taken out by her executors for a decision of the court whether the bequest was void under the Mortmain and Charitable Uses Act, 1888. On behalf of the trustees of the projected charity it was contended that the word "establishment" did not necessarily imply the acquisition of land: *Re De Rosaz, Rymer* v. *De Rosaz* (33 SOLICITORS' JOURNAL, 559). The subscriptions already received were sufficient to purchase a site for the school, and the bequest could therefore be carried out without the purchase of land. Further, the gift was to an existing charity, and even if the particular mode directed could not be carried out, the court should order its application *cy-près*.

STIRLING, J., said that the gift he was dealing with was a gift not of income but of capital. The law on the subject was well settled by the decision in *Tatham* v. *Drummond* (4 De G. J. & S. 484), where Lord Westbury in giving judgment said: "The word 'establishment' involves the idea of putting the charity on a permanent footing. It points to the purchase of sites of land and the erection of permanent buildings, and it cannot be doubted that if there were no Statute of Mortmain, a bequest to establish a charity such as a school or a hospital in any parish or district would be carried into effect by the purchase of land and the erection of

buildings thereon." The present case came within that decision, and he must therefore hold that the gift was void under the Mortmain and Charitable Uses Act, 1888.—Counsel, *Fed; D. L. Alexander; Ingle Joyce; Graham Hastings*, Q.C., and *Mozley*. Solicitors, *Emmanuel & Simmonds; Hare & Co.*

## High Court—Queen's Bench Division.

REG. *v.* MACONOCHIE—19th November.

Agricultural Holding—Claim for Compensation—Notice of Claim—"Determination of the Tenancy"—Custom of the Country—Agricultural Holdings Act, 1883 (46 & 47 Vict. c. 61), s. 7.

Application for a prohibition against the Judge of the County Court of Dorchester. This case raised a new question as to the meaning of the words "determination of the tenancy" in section 7 of the Agricultural Holdings Act, 1883. The land which formed the holding was a farm of about 1,200 acres situate in the county of Dorset, and the tenant held under a seven years' lease which expired upon the 11th of October, 1888. According to the custom of the country he retained possession of about 200 acres of the holding after the expiration of the tenancy, and continued to farm that portion until the month of February, 1889. Within two months before the date of his giving up possession of these 200 acres he gave notice to the landlord, under section 7 of the Act, of his intention to claim compensation for improvements. The landlord declined to appoint a referee, on the ground that the tenant's notice ought to have been given within two months after the date upon which the tenancy expired according to the terms of the lease itself—*i.e.*, October 11. The tenant applied to the county court under section 9, sub-section (6), and the judge made an order appointing a referee. The landlord applied for a prohibition, and contended that to construe the section as referring to the actual surrender of the land and not to the expiration of the lease would give the tenant an unlimited time within which to give the notice, whereas the question of compensation to the outgoing tenant ought to be settled before the landlord had to make arrangements with the incoming tenant.

Lord Coleridge, C.J., in giving judgment, said: The Act upon which this question arises relates to agricultural holdings, and was passed with full notice of the subject-matter and the kind of contracts with which it was dealing. It was well known that, according to the customs prevailing in different parts of the country, the determination of a tenancy would be ante-dated or post-dated, and the Legislature, with that knowledge, gave to the tenant power to give notice as to a claim for compensation "two months at least before the determination of the tenancy," and it is to be observed that by the same section power is given to the landlord to give a counter-notice "before the determination of the tenancy or within fourteen days thereafter." I have no doubt that those words mean the end of the time for which, according to the contract, the tenant is holding the land, and the custom of the country forms a part of, and is incorporated with, the contract. If the contrary construction were to prevail, and it were held that this notice must be given within two months after the expiration of the lease, the result to the landlord in this case would be that, as far as his remedies for waste or breach of covenant under this Act are concerned, he would be at the mercy of the tenant during the period from October to February which the tenant was holding over after the expiration of the tenancy. No complete notice can be given until the actual period of holding the land is over, and I am clear that that is the period to which the Act refers. Mathew, J., concurred. Prohibition refused.—Counsel, *Macaskie* and *L. Edmunds; Odgers*. Solicitors, *Young, Jackson, & Beard; H. L. Clutton*, for *Andrews, Son, & Huxtable*, Dorchester.

REG. *v.* HARDING—19th November.

Churchwarden—Qualification—Residence within the Parish—Place of Business—6 & 7 Vict. c. 37, s. 17.

This case raised a question of importance as to the competence of persons holding property in, but residing without a parish, to hold the office of churchwarden in that parish. A rule *nisi* had been obtained, calling on the vicar of the parish of Christ Church, Beckenham, to shew cause why he should not hold a new election for the purpose of filling up the office of people's churchwarden for the parish. The church and district were constituted a district chapelry in 1875, and in 1885 became a separate parish by the operation of 19 & 20 Vict. c. 104. It was admitted that the gentleman who had been elected resided outside the parish, and that he held certain property within the parish—namely, a warehouse with a loft over it, and two stables adjoining—and that he was in the habit of visiting this property at intervals of two or three days. Apart from the question of the qualification of residence, it was admitted that he was a fit and proper person to hold the office, and he had in fact held it for four years in succession. It was argued on behalf of the respondent that the election of churchwardens of new parishes, such as the present, was governed by 6 & 7 Vict. c. 37, s. 17, and not by 8 & 9 Vict. c. 70, s. 6, and that, although a qualification for electors was mentioned, no rule was laid down as to candidates, except that they were to be "fit and proper persons, members of the United Church of England and Ireland." As to the law apart from that Act, the true view was that as long as the proposed churchwarden had a place of business, or even, according to some, rateable property, within the parish, that was enough.

Lord Coleridge, C.J., said that the principles upon which this question was to be decided were of old standing. The intention of the New Parishes Acts was to create new parishes which should be treated as nearly as possible like the old ones in legal and ecclesiastical matters. The election of churchwardens therefore in these new parishes must be governed by the laws and regulations which governed the election of churchwardens in the old parishes before those Acts were passed. It was plain that under the old law churchwardens must be resident in the parish and according to that rule the gentleman who had been elected in the present case was not a fit and proper person. It was the duty of the old churchwardens to attend the services of their parish church, to allocate pews to parishioners, to be overseers of the poor, and to perform many other functions which implied an intimate knowledge of the parish and its inhabitants and their wants. The case of *Stevenson v. Langston* (1 Haggard's Consistory Reports, 379) had been relied on; but that was an ecclesiastical case decided in the Consistory Court, and the reasoning contained in the judgment would hardly have been approved in a court of common law even at the time when it was decided. But in that case the churchwarden had at least a place of business within the parish, and was in the habit of attending there daily. In the present case there was nothing that could be called a place of business and no regular attendance. It was not necessary to say that a churchwarden must be a "resident" in the strict sense of that word, but mere ownership of rateable property was not enough. It was a question of good sense and of fact; in many cases what was to be considered was not where a man slept, but where he was to be found, and whether, by reason of his circumstances and the life which he led, he was interested in and acquainted with the affairs of the parish. This gentleman did not come up to that standard, and the rule for a new election must be made absolute. Mathew, J., concurred.—Counsel, *Jeune*, Q.C., and *Houghton; Dibdin*. Solicitors, *Robins, Burges, Hay, & Co.; Prideaux & Sons*.

## Solicitors' Cases.

*Re* THACKERAY'S CONTRACT*—Stirling, J. (at chambers), 18th November.

Vendor and Purchaser—Solicitors' Remuneration Act—Scale or Schedule 2.

A contract for sale of freehold property by A. to B. contained the following clause:—"Upon payment of the balance of the purchase-money . . . the vendor and all other necessary parties, if any, shall execute a proper conveyance to the purchaser, such conveyance to be *prepared* and *completed* at the *vendor's* expense (inclusive of stamp duty)." The purchaser B. assigned the contract to C., a practising solicitor. C. in due course investigated the title and prepared his conveyance, and then claimed to be paid the scale fee, which includes "investigating title, and preparing and completing conveyance." The vendor contended that he was only liable to pay the costs of preparing and completing the conveyance according to schedule 2, which he estimated at £3 3s., and that the scale fee was not payable, because all the work had not been done under the contract. No doubt the purchaser had investigated the title, but all the vendor had agreed to pay for was the preparation and completion of the conveyance. The purchaser then issued a summons claiming a declaration that the vendor was liable to pay the purchaser's costs according to the scale charges in schedule 1 of the General Order.

Stirling, J., decided that the vendor was not bound to pay the purchaser for investigating the title, but only the costs of preparing and completing the conveyance according to schedule 2, and dismissed the summons with costs.

## Bankruptcy Cases.

*Ex parte* SHACKLETON, *Re* SHACKLETON—Q. B. Div., 13th November.

Bankruptcy—Discharge—Conditional Order—Consent to Judgment—Bankruptcy Act, 1883, s. 28, sub-section (6).

An important decision was given in this case with reference to the principles as to which the court ought to be guided in imposing, as a condition of granting a bankrupt his discharge, that he shall consent to judgment being entered against him for the balance of the provable debts under section 28, sub-section (6), of the Bankruptcy Act, 1883. In 1886 the bankrupt, who had previously acted as an assistant to his father, a linendraper at Madeley, in Staffordshire, took over a chemical manufactory which he carried on until 1888, when he was adjudicated bankrupt, the liabilities amounting to £4,038. On application by the bankrupt for his discharge, the official receiver reported that he had committed two offences under section 28 of the Bankruptcy Act, 1883, by continuing to trade after knowing himself to be insolvent and by entering into rash and hazardous speculations, and the county court judge granted the bankrupt his discharge only on the condition that he would consent to judgment being entered against him for £4,038, to remain in force until all the creditors proving received five shillings in the pound on their debts, with costs. The bankrupt now appealed from that order, on the ground that, although it must be admitted that he had continued to trade after knowing himself to be insolvent, the case was not one in which such a condition affecting after-acquired property ought to have been imposed, it being stated that the bankrupt was a married man with three children and was now only in receipt of a salary of £150 a year.

The Court (Cave and Charles, JJ.) varied the order of the county court. Cave, J., said that it was always a question of difficulty to determine, where a debtor was not entitled to an absolute order of discharge, whether the order should be suspended, and for how long, or whether it should be granted subject to conditions as to after acquired-property. In deciding that question the court ought to have regard to public morality

* We are favoured with a note of this case.

and to the interests of the public generally, and unless the court found a man in receipt of an income, derived from his earnings or otherwise, which was more than sufficient to keep his family in the enjoyment of the ordinary necessities of life according to their station, or unless it was satisfied that he was likely to succeed to property, it was not a wise thing to grant an order subject to a condition affecting after-acquired property. The court ought to be careful that it did not, by a condition of that kind, do away with the motive which a man had for exertion to work in his calling, which was a good thing for the public generally. If such a burden were put upon a man that he could have no hope of bettering his position, he would not make the effort, and few men were more easily depressed than the class of men who became bankrupt. If the condition was imposed on the debtor in the present case that he must consent to judgment, the result would probably be to discourage him from attempting to improve his position, and it might lead him into evil courses, and so make his position worse both for himself and the public. Under those circumstances it did not seem to be a case in which such a condition ought to be imposed, but at the same time it was quite clear that the discharge must be suspended. The bankrupt had been guilty of trading after knowledge of insolvency, and when a man had that knowledge his plain duty was to call his creditors together and leave them to decide whether he should go on or not. The court also could not shut its eyes to the rash and reckless manner in which the bankrupt had entered into a business of which he knew very little and on which he bestowed little care and attention. A proper order would be that the discharge should be suspended for three years from the date of the order of the county court. CHARLES, J., concurred.—COUNSEL, *E. C. Willis*, Q.C., and *Hextall*; *Muir Mackenzie*. SOLICITORS, *Warriner & Kinch*, for *Stone*, Derby; *The Solicitor to the Board of Trade*.

*Ex parte* WEBBER, *Re* WEBBER—Q. B. Div., 15th November.

BANKRUPTCY—RECEIVING ORDER—APPEAL—NOTICE TO OFFICIAL RECEIVER—BANKRUPTCY ACT, 1883, s. 5—BANKRUPTCY RULES, 1886, r. 130.

This case raised an important question with reference to the duty imposed upon a debtor who appealed against a receiving order, of serving the official receiver with notice of the appeal. On May 22, 1889, a receiving order was made against the debtor in the Barnstaple County Court, from which he appealed, but a preliminary objection was then taken by the petitioning creditor that notice of the appeal had not been served on the official receiver, and that the appeal could not, therefore, be heard, it being contended that, under the present practice, the official receiver must be made a party to an appeal against a receiving order, just as, under the Bankruptcy Act, 1869, notice of appeal from a refusal to annul the adjudication had to be given to the trustee. As there appeared some doubt, however, whether the official receiver had in fact been served or not, the case was ordered to stand over for two days for proof of service to be given, and the official receiver now appeared and raised a further preliminary objection that the appeal was out of time, it being stated that the receiving order was dated May 22, and that it was not until June 18, after the lapse of the twenty-one days allowed, that even an informal notice was given to the official receiver that the debtor intended to dispute the order. On behalf of the debtor it was argued that the official receiver, not being an essential party to the appeal, need not be served with notice, and also that by appearing and filing an affidavit he had cured any irregularity which might have taken place. The debtor further asked that, in any event, the time might be extended.

THE COURT (CAVE and CHARLES, JJ.) sustained the objection. CAVE, J., said that it was clear that the official receiver was a party to every application to rescind a receiving order. The effect of a receiving order was to stop all the creditors from pursuing their ordinary remedies against a debtor, and when the receiving order was made and the official receiver became official receiver, he represented the whole of the creditors, and was the only person who could bring the creditors before the court in one person. The receiving order was not made for the benefit of the petitioning creditor only, but for the benefit of all the creditors. This was really not the first time the court had expressed its opinion on the subject, for the case of *Re Fletcher*, *Ex parte Fletcher* (4 Morrell's Bankruptcy Cases, 113) was a decision to the effect that in such a case the official receiver was a necessary party and ought to have notice. In the present case the debtor did not give notice, and that being so the case of *Ex parte Ward*, *Re Ward* (15 Ch. D. 292) was an authority that the appeal must be dismissed. The only doubtful question in the case was whether the time ought to be extended or not, and the court had come to the conclusion that it ought not to do so. The receiving order was made on May 22, and it was not until June 18 that even an informal notice was given to the official receiver, but beyond this the debtor had made no effort to bring on his case for hearing at an earlier period, although he had an opportunity of doing so, and although it was an appeal against a receiving order, which ought to be determined as soon as possible. A debtor could not thus neglect his opportunities and then come and ask that the rules of law might be relaxed in his favour. CHARLES, J., concurred.—COUNSEL, *Jacobs*; *Herbert Reed*; *Hindmarsh*. SOLICITORS, *Church, Rendell, & Co.*, for *A. F. Seldon*, Barnstaple; *Morice, Toller, & Blakesley*, for *Toller & Roberts*, Swansea.

We are informed that there will before Christmas be an election by the Council of Legal Education to the Professorships in Equity and Common Law. The Council will be glad to receive, on or before the 7th of December, at the office of the Council at Lincoln's-inn Hall, the names of any gentlemen who are desirous of being appointed, together with any testimonials they may wish to submit to the Council.

# LAW SOCIETIES.

## UNITED LAW SOCIETY.

November 18—Mr. Common in the chair.—Mr. J. S. Green moved "That the decision of the House of Lords in the case of *Derry* v. *Peek* is to be regretted." Mr. P. Strickland opposed, and the following gentlemen also spoke:—Messrs. J. L. V. S. Williams, H. H. Richardson, C. Herbert Smith, Morton Thompson, M. S. Nathan, and H. W. Marcus. Mr. Green replied, and the motion having been amended by dividing it into two parts—viz., (1) That it is against public policy; (2) That it is erroneous in point of law—twelve voted for and five against (1), and nine for and ten against (2).

# LAW STUDENTS' JOURNAL.

## LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—November 19—Mr. J. D. Crawford in the chair.—The debate "That elementary education should be free" was opened by Mr. H. Holmes-Gore (member of the Bristol School Board) in the affirmative. He was supported by Messrs. Douglas, Nimmo, Harvey, Blugg, and White, and opposed by Messrs. W. E. Windsor, Atcherey, Girdlestone, Harcourt, Wheeler, and Blagden. On a division the motion was lost by a majority of ten. There were thirty-eight members present.

## CALLS TO THE BAR.

The following gentlemen were, on the 18th inst., called to the Bar:—

LINCOLN'S-INN.—Herbert Mills Birdwood, M.A., LL.M., Cambridge, one of the Judges of the High Court, Bombay; Ernest Gardner, Charsley Hall, Oxford; Edward Roney Forshaw, Wadham College, Oxford; Geoffrey Clemens Cobb, B.A., Cambridge; Arthur Charles William Jenner, B.A., Oxford; Edward Mackenzie Jackson, B.A., Oxford; and Rowland Ellis Hodgson.

INNER TEMPLE.—William Stewart, Glasgow University; Sampson Waters, B.A., Oxford; Hugh Percy Hill, B.A., Oxford; the Hon. Patrick Lyon, B.A., Cambridge; Reginald Robert Sadler Waraker, B.A., Cambridge; Thomas Lane Thorne, B.A., Cambridge; Richard Somers Travers Christmas Humphreys, Cambridge; John George Woodroffe, B.A., Oxford; George Jekyll Phillippo, B.A., Cambridge; Arthur Baring-Gould, B.A., Oxford; Duncan M'Neill, B.A., Oxford; Gordon M'Neill Rushforth, M.A., Oxford (holder of a Scholarship in Common Law, awarded July, 1887); Charles Gilbert Dewar, B.A., Oxford; Alfred Evelyn Slatey; Hamilton John Hulse, Oxford; Frederick Wood, B.A., Oxford; Tinsley Lindley, B.A., Cambridge; James William Sleigh Godding, B.A., Oxford; Edward O'Farrell Kelly, B.A., LL.B., Cambridge; Robert Armitage, B.A., Cambridge; Pestonje Sorabji Kotval, Oxford; Frederick Peacock, Oxford.

MIDDLE TEMPLE.—Albert Curtis Dulcken; Charles Dennett Turton; Thomas Nickels; Hara Lal Mukerjea, F.A., Calcutta University; Anthony Joseph Paulie; William Ray Lenanton, B.A., London University; George Wreford Hudson; John Edwin Marshall; John Rooth, B.A., Trinity College, Oxford; Henry Leeson Bell; Alexander Edward Barker, M.A., LL.B., Glasgow University; John Barton Dore; Edward Austin Browne, M.A., New College, Oxford; John Patrick M'Cleland; William St. Quentin Leng, B.A., LL.B.; Humphry Nelson; Major Anthony Coulton Allinson; Beverley Robinson Vachell; Clement Meacher Ballhache, LL.B., London University; and Griffith Jones.

GRAY'S-INN.—Ernest Brown Bowen Rowlands, University of London (awarded Roman Law Studentship by the Council of Legal Education, Trinity Term, 1888); Montagu Sharpe, a justice of the peace for Middlesex and Westminster, and a deputy-lieutenant for Middlesex, vice-chairman of the Middlesex County Council; and Alfred James Shorunkeh-Sawyerr, of Sierra Leone.

# LEGAL NEWS.

## OBITUARY.

Mr. JAMES MUIRHEAD, barrister and advocate, LL.D., died at Edinburgh on the 8th inst. Mr. Muirhead was the eldest son of Mr. Claud Muirhead, of Edinburgh, and was engaged for a few years in a merchant's office at Leith. He was called to the bar at the Inner Temple in Trinity Term, 1857, and he was admitted a member of the Faculty of Advocates in Scotland in the same year. In 1862 he was appointed professor of civil law in the University of Edinburgh, and he held that office till his death. He was an advocate depute from 1874 till 1880, and sheriff of Chancery from 1881 till 1886, when he was appointed sheriff of Stirlingshire, Dumbartonshire, and Clackmannanshire. Mr. Muirhead had published an edition of Gaius, and he wrote the article "Roman Law" for the "Encyclopædia Britannica." He was an honorary LL.D. of the University of Glasgow, and an honorary member of the Juridical Society of Berlin. He was married in 1857 to the youngest daughter of Mr. George Eastlake, of Plymouth, and he leaves one daughter.

Mr. GEORGE FRANCIS RIDDIFORD, solicitor (of the firm of Riddiford, Haines, & Sumner), of Gloucester, died on the 6th inst. Mr. Riddiford

was admitted a solicitor in 1866, and he practised at Gloucester in partnership with Mr. John Pleydell Wilton Haines and Mr. Reginald Philip Sumner. He had been for several years registrar of the Gloucester County Court (Circuit No. 53), and he was also county treasurer for Gloucestershire and district registrar under the Judicature Acts. Mr. Riddiford was buried on the 9th inst.

Mr. Robert Petch, solicitor, of Kirbymoorside, died on the 5th inst. at the age of seventy-four. Mr. Petch was admitted a solicitor in 1837, and he had for over fifty years a large practice at Kirbymoorside. He was till recently clerk to the North Riding Magistrates and to the Commissioners of Taxes at Kirbymoorside, both which posts are now held by his son, Mr. John Petch, who was admitted a solicitor in 1883

Mr. William Simpson, solicitor, of Malton and Helmsley, died on the 8th inst. at the age of seventy-four. Mr. Simpson was the son of Mr. Alfred Simpson, solicitor, of Malton, and was admitted a solicitor in 1837. He was a perpetual commissioner for the North and East Ridings of Yorkshire, and he had an extensive private practice. He was for over twenty-five years clerk to the magistrates for the Malton and Buckross Divisions, and he was also for many years clerk to the Commissioners of Taxes, registrar of the Helmsley County Court (Circuit No. 15), and clerk to the Muston and Yedington Drainage Commissioners.

Mr. John James Reid, advocate, Queen's Remembrancer for Scotland, died at Edinburgh on the 10th inst. from pleurisy. Mr. Reid was the eldest son of Sir James John Reid, Chief Justice of the Ionian Islands, and brother of Mr. Robert Threshie Reid, Q.C., M.P. He was educated at Cheltenham College and at Trinity College, Cambridge. He was admitted a member of the Faculty of Advocates in Scotland in 1870. In 1880 he was appointed an advocate depute, and in the following year he was appointed a Queen's Remembrancer for Scotland. Mr. Reid was for several years honorary treasurer of the Scottish Historical Society. He leaves a widow and two sons.

## APPOINTMENTS.

Mr. Stanley William Wood, solicitor, of Southam, has been appointed Clerk to the Bishops Itchington School Board. Mr. Morgan was admitted a solicitor in 1884.

Mr. John Fletcher Moulton, Q.C., has been elected a Bencher of the Middle Temple.

Mr. Frederick Meadows White, Q.C., has been elected a member of the Incorporated Council of Law Reporting, in succession to the late Sir John Blossett Maule, Q.C.

Mr. Dugald William Barrett Tayler, solicitor (of the firm of Bell & Tayler), of Southampton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Richard Williams, solicitor (of the firm of Williams, Gittins, & Taylor), of Newtown, has been elected Coroner for the Newtown District of Montgomeryshire. Mr. Williams has been for several years deputy-coroner for the district. He was admitted a solicitor in 1866, and he is also clerk to the Newtown and Llanidloes Boards of Guardians, the Newtown Highway Board, and the Llandinam School Board.

Mr. Henry Alder Peters, solicitor (of the firm of Willoby & Peters), of Berwick-upon-Tweed, has been elected Sheriff of the town and county of the town of Berwick-upon-Tweed for the ensuing year. Mr. Peters was admitted a solicitor in 1876.

Mr. Arthur Henry Halford, solicitor, of Worcester, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Halford was admitted a solicitor in 1878.

Mr. Joseph Aynsley Davidson Shipley, solicitor and notary (of the firm of Hoyle, Shipley, & Hoyle), of Newcastle-upon-Tyne, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Shipley was admitted a solicitor in 1862.

Mr. James Frederick Symonds, solicitor, of Hereford, has been elected an Alderman for that city. Mr. Symonds is clerk of the peace for Herefordshire. He was admitted a solicitor in 1841.

Mr. Henry Peto, barrister, has succeeded to a baronetcy on the death of his father, Sir Samuel Morton Peto. Sir H. Peto was born in 1840. He is an M.A. of Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Michaelmas Term, 1867. He was formerly a member of the Home Circuit.

Mr. Frank Richardson, solicitor (of the firm of Benson & Richardson), of Wigton and Aspatria, has been appointed Clerk to the Aspatria and Brayton School Board. Mr. Richardson was admitted a solicitor in 1885.

Mr. William Simon Rackham, solicitor (of the firm of Cooks & Rackham), of Norwich, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Rackham was admitted a solicitor in 1868.

Mr. Henry Fielding, solicitor, of Canterbury, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Fielding was admitted a solicitor in 1886.

Mr. Arthur Henry Emanuel, solicitor, of Southampton, has been appointed Under-Sheriff of the town and county of the town of Southampton for the ensuing year. Mr. Emanuel was admitted a solicitor in 1887.

Mr. Lees Knowles, barrister, M.P., has been appointed Honorary Secretary to the Guinness Trust for the Housing of the Poor. Mr. Knowles is the eldest son of Mr. John Knowles, of Pendlebury, Lancashire. He was educated at Rugby and at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in November, 1882, and he has practised in the Chancery Division, being also a member of the Northern Circuit. Mr. Knowles was elected M.P. for the Western Division of the Borough of Salford in the Conservative interest in July, 1888, and he is private secretary to the President of the Local Government Board.

Mr. John Henderson Begg, advocate, has been appointed Sheriff-Substitute at Greenock.

Mr. Ralph Daniel Makinson Littler, Q.C., chairman of the Middlesex Quarter Sessions and of the Middlesex County Council, has been appointed a Deputy-Lieutenant for Middlesex.

Mr. Andrew Charles Hallett, solicitor, of Southampton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Charles Francis Hockin, solicitor, of No. 1, Connaught-road, Harlesden, N.W., and Euston Station, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Alfred Conyers Champney, solicitor, of Gloucester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Champney was admitted a solicitor in 1880.

## LEGAL MAYORS.

Mr. Richardson Peele, solicitor, of Durham, has been elected Mayor of that city for the ensuing year. Mr. Peele is the son of Mr. Edward Peele, solicitor, of Durham. He was admitted a solicitor in 1866, and he is secretary to the Bishop of Durham, chapter clerk of Durham Cathedral, and clerk to the governors of the University of Durham and to the Durham School Board.

Mr. Freeland Filliter, solicitor, of Wareham and Swanage, has been elected Mayor of the borough of Wareham for the ensuing year. Mr. Filliter is also recorder of Wareham and a borough magistrate, and clerk to the Commissioners of Taxes. He was admitted a solicitor in 1838, and he is in partnership with his son, Mr. George O'avell Filliter, town clerk of Wareham.

Mr. Thomas Lloyd, solicitor (of the firm of Price & Lloyd), of Lampeter, Tregaron, and Llanbyther, has been elected Mayor of the borough of Lampeter for the ensuing year. Mr. Lloyd was admitted a solicitor in 1872. He is clerk to the Lampeter School Board.

Mr. Henry Fraser Curwen, barrister, has been elected Mayor of the borough of Workington for the ensuing year. Mr. Curwen is the eldest son of Mr. Edward Stanley Curwen, of Workington Hall. He was called to the bar at the Inner Temple in Trinity Term, 1864. He is a magistrate and Deputy-Lieutenant for Cumberland.

Mr. John Eustace Grubbe, barrister, has been elected Mayor of the borough of Southwold for the ensuing year. Mr. Grubbe is the second son of Mr. John Grubbe, of Horsendon, Buckinghamshire. He was educated at Eton and at Trinity College, Oxford, and he was called to the bar at the Inner Temple in Trinity Term, 1841. He is a magistrate for Suffolk and Southwold.

Mr. Zachary Edwards, barrister, has been elected Mayor of the borough of Lyme Regis for the third year in succession. Mr. Edwards is the eldest son of the Rev. Zachary James Edwards, Rector of Combe Pyne, Devonshire. He was educated at Sherborne School, and was formerly scholar of Wadham College, Oxford, where he graduated second class in Classics in 1861. He was called to the bar at Lincoln's-inn in Trinity Term, 1865, and formerly practised in the Court of Chancery. Mr. Edwards is a magistrate for Lyme Regis, and he has also been elected one of the borough aldermen.

## GENERAL.

Judge Barber, while sitting at Ilkeston on Tuesday, is reported to have said that he was shocked at the amount of perjury which went on at these courts, and he was determined to make an example of the first clear case he could get.

On Monday Professor von Gneist, the well-known writer on English constitutional law and kindred subjects, celebrated the fiftieth anniversary of his connection as teacher with the University of Berlin. By his own faculty the professor was presented with an address, while congratulations also reached him from several foreign countries, including England.

While crossing Northumberland-avenue on Tuesday morning, on his way to the Special Commission, Mr. Justice Day was knocked down by a passing cab. The wheels of the vehicle passed over one of his legs, but, beyond the shaking, he escaped without serious injury. After being seen by a surgeon, the learned judge proceeded to the Royal Courts and took his seat in the Special Commission Court.

At the Old Bailey, on Thursday last, in the case of William Quinn, indicted upon an inquisition held by the City Coroner, Mr. Justice Hawkins said the depositions were so badly written that they were utterly illegible and unintelligible. There were all sorts of abbreviations and interlineations, none of the latter being initialled; and, in fact, it was almost impossible to point out all the defects. The depositions were as bad as they could be, and he must have a copy of them which he could read before he would take the case.

A really important and authoritative *dictum*, says the *St. James's Gazette*,

has proceeded from the judicial bench. Mr. Commissioner Kerr has laid it down that "nobody is obliged to use cigarettes or tobacco (mark the subtle distinction); and it would be better for them (? nobody) not to do so." That is one of the reasons why he always makes orders for payment for tobacco "down on the nail," as he puts it. It seems a very good reason—so good that it is superfluous to ask for the others. But if the smoker is to be punished, why is an advantage to be given to the tradesman who supplies him with material for his immoral dissipations?

The manner in which the county courts throughout the country relieve the High Court of a large part of its work is shewn by a return which has just been made to an address of the House of Commons for "the number of actions and issues remitted by the High Court of Justice to the several county courts in England and Wales, and tried by them, in the six months ended June 30, 1889." These cases are now remitted under sections 65 and 66 of the County Courts Act, 1888, which came into operation on January 1 of this year. Altogether 687 actions of contract and 73 of tort have been remitted under these sections, of which 488 and 60 respectively have been actually tried out. Every county court circuit in the country has tried a greater or smaller number of these remitted actions; the judge at Marylebone alone had 65 sent to him, the judge at Westminster 56, at Bloomsbury 57, and at Clerkenwell 51. These are the largest numbers, but all the judges in London districts have had a very considerable number.

A deliberate attempt to murder Mr. Samuel B. Bristowe, Q.C, judge of the Nottingham County Court, was made on Tuesday at the Great Northern Station, Nottingham, by William Edward Arnemann, an artificial teeth manufacturer of that town. Arnemann, who is a native of Germany, had sued a person in the county court for the value of a set of teeth. The case was heard on Tuesday afternoon before his honour, who nonsuited the plaintiff. Judge Bristowe's custom is to leave Nottingham by the 5.40 Great Northern train for his residence at West Hallam, in Derbyshire. He went to the station as usual on Tuesday evening, and was followed, unobserved, by Arnemann. The latter also booked for West Hallam and followed him on to the platform. An attendant opened the door of a first-class carriage, into which the judge was about to step, when Arnemann rushed up from behind, and, pulling out a six-chambered revolver, fired at his honour's back. The bullet entered two inches below the left shoulder, and the judge fell moaning to the ground. Porters who were about at once seized Arnemann, who exclaimed, "I have had his blood; I wish I may have killed him." He was then handed over to the police. Doctors were summoned, and the judge was removed in an unconscious condition to a waiting-room. Soon afterwards he rallied slightly and was conveyed to the General Hospital. Subsequent accounts up to Thursday morning give an encouraging report of the judge's condition.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Appeal Court No. 2. | Mr. Justice Kay. | Mr. Justice Chitty. |
|---|---|---|---|
| Monday, Nov. ... ..... 25 | Mr. Leach | Mr. Pemberton | Mr. Rolt |
| Tuesday ..... ..... 26 | Beal | Ward | Godfrey |
| Wednesday..... 27 | Leach | Pemberton | Rolt |
| Thursday..... 28 | Beal | Ward | Godfrey |
| Friday ..... 29 | Leach | Pemberton | Rolt |
| Saturday ..... 30 | Beal | Ward | Godfrey |

| Date. | Mr. Justice North. | Mr. Justice Stirling. | Mr. Justice Kekewich. |
|---|---|---|---|
| Monday, Nov. ..... 25 | Mr. Carrington | Mr. Lavie | Mr. Clowes |
| Tuesday ..... 26 | Jackson | Pugh | —— |
| Wednesday..... 27 | Carrington | Lavie | Clowes |
| Thursday ..... 28 | Jackson | Pugh | —— |
| Friday..... 29 | Carrington | Lavie | Clowes |
| Saturday ..... 30 | Jackson | Pugh | —— |

## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, Nov. 15.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABERDARE TIN PLATE CO, LIMITED—North, J, has fixed Nov 25, at 12, at his chambers, for the appointment of an official liquidator

BARTON UPON HUMBER AND DISTRICT WATER CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to John Sawyer, 3, Adelaide pl, London Bridge Tuesday, Jan 14, at 12, is appointed for hearing and adjudicating upon the debts and claims

DEFRIES SAFETY LAMP AND OIL CO, LIMITED—Stirling, J, has fixed Tuesday, Nov 26, at 12, at his chambers, for the appointment of an official liquidator

DENARO GOLD MINING CO, LIMITED—Petn for winding up, presented Nov 11, directed to be heard before Stirling, J, on Saturday, Nov 23 Chinery & Co, Brabant ct, solors for petner

DURHAM SALT CO, LIMITED—Chitty, J, has fixed Nov 26, at 12, at his chambers, for the appointment of an official liquidator

GARFIELD, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to James Drayson Austen Norris, Suffolk House, Laurence Pountney hill Montagu, Bucklersbury, solor for liquidator

GEORGE NEAL & CO, LIMITED—By an order made by North, J, dated Nov 9, it was ordered that the company be wound up Chave & Chave, Bishopsgate st, solors for petner

JENNER & KNEWSTUB, LIMITED—Petn for winding up, presented Nov 12, directed to be heard before North, J, on Nov 23 Colyer, Wych st, Strand, solor for petners

MAYHEW'S PATENT BOILER FEEDER CO, LIMITED—Kay, J, has fixed Monday, Nov 25, at 12, at his chambers, for the appointment of an official liquidator

METROPOLITAN COAL CONSUMERS' ASSOCIATION, LIMITED—Petn for winding up, presented Nov 13, directed to be heard before Kay, J, on Nov 23 Lumley & Lumley, Old Jewry chmbrs, solors for petners

SHEBA REEF EXTENSION GOLD MINING CO, LIMITED—By an order made by Stirling, J, dated Nov 11, it was ordered that the company be wound up Goldberg & Langdon, West st, Finsbury circus, solors for petner

THE CWM LLEFRITH CO, LIMITED—Creditors are required, on or before Jan 2, to send their names and addresses, and the particulars of their debts or claims, to William Ruthven, 25, Bury st, St Mary Axe Whittington & Co, Bishopsgate st Without, solors for liquidator

THE HOLME MILL MANUFACTURING CO, LIMITED—Creditors are required, on or before Dec 4, to send their names and addresses, and the particulars of their debts or claims, to Woodcock & Sons, West View, Haslingden, solors for liquidators

WILTSHIRE BREWERY CO, LIMITED—Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, 13, Basinghall st Friday, Dec 13, at 12, is appointed for hearing and adjudicating upon the debts and claims

WOLVERTON, STONY STRATFORD, AND DISTRICT TRAMROADS CO, LIMITED—North, J, has fixed Wednesday, Nov 27, at 12, at his chambers, for the appointment of an official liquidator

UNLIMITED IN CHANCERY.

BRISTOL ATHENÆUM—Petn for winding up, presented Nov 14, directed to be heard before Kay, J, on Nov 30 Harlow, Chancery lane, agent for King, Bristol, solor for petners

NEWFOUNDLAND CONSOLIDATED COPPER MINING CO—Chitty, J, has fixed Nov 26, at 11, at his chambers, for the appointment of an official liquidator

RELIANCE PERMANENT BENEFIT BUILDING SOCIETY—Chitty, J, has fixed Tuesday, Nov 26, at 12, at his chambers, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FOURNESS REGENERATIVE LAMP CO, LIMITED—By an order made by the Vice-Chancellor, dated Oct 31, it was ordered that the voluntary winding up of the company be continued Cobbett & Co, Manchester, solors for petner

### FRIENDLY SOCIETIES.

SUSPENDED FOR THREE MONTHS.

SOCIETY OF DIFFERENT TRADES AND ARTIFICERS, Black a Moor's Head, Rivington, Chorley, Lancaster Nov 12

*London Gazette.*—TUESDAY, Nov. 19.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DOUSE'S PATENT FIRE CHECK CO, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to George Pepper, 6, The Paddock, Chatham Norman & Stigant, Chatham, solors for liquidator

HENRY'S GREAT INDIAN REMEDIES, LIMITED—Kay, J, has fixed Saturday, Nov 30, at 11.30, at his chambers, for the appointment of an official liquidator

LONDON RESTAURANTS, LIMITED—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to Moore & Gordon, 67, Lincoln's inn fields Friday, Dec 13, at 11, is appointed for hearing and adjudicating upon the debts and claims

MONTE CHRISTO GOLD MINES, LIMITED—By an order made by Stirling, J, dated Nov 9, it was ordered that the company be wound up Julius, Finsbury circus, solor for petners

SCHMIDT DOUGLAS ELECTRIC CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Edgar Musgrave, Bradford Monday, Jan 13, at 11, is appointed for hearing and adjudicating upon the debts and claims

UNLIMITED IN CHANCERY.

HULL STREET TRAMWAYS CO—Petn for winding up, presented Nov 16, directed to be heard before Chitty, J, on Saturday, Nov 30 Chester & Co, Bedford row, agents for Holden & Co, Kingston upon Hull, solors for petners

TAUNTON WESLEYAN COLLEGIATE INSTITUTION—Kay, J, has fixed Wednesday, Nov 27, at 12, at his chambers, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

SAMUEL SHAW & CO, LIMITED—Petn for winding up, presented Nov 16, directed to be heard at St George's Hall, Liverpool, on Thursday, Nov 28 Layton & Co, Liverpool, solors for petner

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Nov 19.

HARDY, HERBERT CAREY, Danehurst, Uckfield, Sussex, Esq. Dec 20. Hardy v Hardy, Stirling, J. Evans & Co, Gray's inn sq

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, Nov. 8.

BATES, GEORGE, Nottingham, Slater. Nov 30. Elborne, Nottingham

BOOTH, RICHARD, Thornton, Bradford, Farmer. Dec 6. Weatherhead & Son, Bingley

BOOTH, WILLIAM, Hill Top, Bradford, Gent. Dec 6. Weatherhead & Son, Bingley

BROWN, GEORGE JOHN, Margaret rd, Kentish Town, retired Captain in the Mercantile Marine. Dec 1. Barlow & James, Lime st

BURROWS, THOMAS, Romford rd, West Ham, Boot Maker. Dec 9. Sedgwick, Stratford

BURT, ELIZABETH, Dorking, Surrey. Dec 5. Carr, High Holborn

BUTTERWORTH, JOHN, Rochdale, Gent. Dec 11. Standring & Co, Rochdale

CARTER, WILLIAM, Liverpool. Dec 7. Anthony & Imlach, Liverpool

COBHAM, JOHN, Liverpool, Restaurant Proprietor. Dec 21. Norris & Sons, Liverpool

DAY, LAVINIA LOUISA, Carlton hill, St John's Wood. Jan 7. Caddy, Chancery lane

GOWING, GEORGE LIONEL, Trowse Newton, Norfolk, Farmer. Dec 16. Miller & Co, Norwich

HARTLEY, JOSEPH, Romiley, Chester, Mill Manager. Dec 7. F. & T. Drinkwater, Hyde

HINDLE, JOHN, Shipley, Yorks, retired Foreman of Weaving Department. Dec 8. Morgan & Morgan, Bradford and Shipley

HINDMARSH, THOMAS, Kanchraparah, India, Engineer. Dec 16. Linklater & Co, Bond ct, Walbrook

HOLMAN, JOHN, Reculver, nr Herne Bay, Kent, Coal Merchant. Dec 16. Dubois & Co, Pancras lane

JENKINSON, BETSY, Blackpool. Dec 31. Ascroft, Preston

MERHAN, ISABELLA, Albert pk, Bristol. Dec 19. Glyde, Bristol

MILDMAY, EDMUND CECIL HENRY ARUNDEL ST. JOHN, Arma house, Onslow grdns, Gent. Dec 6. Johnson & Co, Austin Friars

PITWOOD, WILLIAM, Beckton, Essex, Licensed Victualler's Manager. Dec 9. Sedgwick, Stratford

PORTAL, BERNARD BEDWELL, Daventry House, Upper Tooting, Esq. Jan 15. Grundy & Co, Queen Victoria st

SCANTLEBURY, EDWARD, Tavistock rd, Westbourne park, Paddington, Esq. Dec 28. Stileman & Co, Southampton st, Bloomsbury sq

SIMPSON, MARY, West Boldon, Durham. Dec 9. Stockdale, Sunderland

THORNTON, JANE, Bath. Nov 30. Turner, Lincoln's inn fields

TUBB, ANNA, Ryde, I W. Dec 9. Vincent, Ryde

WALLINGTON, THOMAS, Latchford, Chester, Merchant. Dec 31. Ashton & Woods, Warrington

WHITWORTH, MARTHA, Leeds. Dec 9. Ford & Warren, Leeds

WOOLFALL, RICHARD, Leominster, Hereford, Gent. Dec 19. Gregg, Leominster

*London Gazette.*—TUESDAY, Nov. 12.

BARROW, GEORGE, Meathop, Westmoreland, Yeoman. Nov 30. Tyson, Dalton in Furness

BATCHELOR, JOHN, Tonbridge, Gent. Dec 21. Buss, Tunbridge Wells

BROWNFOOT, THOMAS, Leeds, Mineral Water Manufacturer. Jan 1. Hewson, Leeds

CLARE, SARAH, Grappenhall, nr Warrington. Dec 21. Davies & Co, Warrington

CLOWES, THOMAS, Withington, Lancs, Gent. Jan 31. Crofton & Craven, Manchester

DALY, DR. GEORGE HICKIE, Harrogate. Dec 9. Turner & Low, King st, Cheapside

DARVILL, JOB WILLIAM, Watford, Herts, Builder. Jan 1. Sedgwick & Co, Watford

DOWNALL, REGINALD BEAUCHAMP, Bristol. Dec 31. Gellatly & Warton, Lombard ct

FINCH, JOHN, Inkford Brook, King's Norton, Worcs, Gent. Dec 31. Harding & Son, Birmingham

FOOT, MARTHA, Salisbury. Dec 7. Clarke & Co, Lincoln's inn fields

HAMPSON, SARAH, Much Woolton, Lancs. Dec 24. Thornely & Cameron, Liverpool

HARGREAVES, ERNEST, Hadlow, nr Tonbridge, Esq. Dec 7. Tathams & Pym, Frederick's pl, Old Jewry

HART, JOHN, Dorking, Surrey, Solicitor. Jan 8. Head, Reigate

HARTLEY, JOSEPH, Kirkstall, Leeds, Gent. Jan 1. Hewson, Leeds

HENLEY, ROBERT, late Major in the 60th (now King's) Royal Rifles. Dec 7. Iliffe & Co, Bedford row

LEE, JOHN, East Blundellsands, nr Liverpool. Dec 7. Sampson, Liverpool

MARPLES, JAMES, Repton, Derby, Farmer. Whiston, Derby

MORTON, WILLIAM, Sheffield, Cutlery Manufacturer. Nov 23. Swift, Sheffield

MYCOCK, JOHN WILLIAM, Poulton le Fylde, Lancs, retired Hotel Proprietor. Dec 14. May, Blackpool

NORTHCOTE, STAFFORD HENRY, Belgrave rd, Pimlico. Dec 20. Freeman & Son, Gutter lane, Cheapside

PIERPOINT, JOHN, Warrington, Architect. Dec 31. Ashton & Woods, Warrington

RICHARDSON, CHARLES SCHOFIELD, Dursley, Glos, Doctor of Medicine. Dec 7. Rancillon, Dursley

SHELMERDINE, ANN, Norbury, Chester. Dec 10. Grundey, Stockport

SPURR, EMANUEL, Bowling, Bradford. Jan 7. Hutchinson & Son, Bradford

TOWSE, WILLIAM BECKWITH, Fishmongers' Hall, London Bridge, Clerk to the Fishmongers' Co. Jan 1. Marchant & Benwell, George yard, Lombard street

VAUGHAN, ANN, Pledhow gdns, South Kensington. Dec 21. Pritchard & Co, Painters' Hall, Little Trinity lane

WEBSTER, CHARLES HERBERT, Sheffield, Commercial Traveller. Nov 23. Swift, Sheffield

WOODHEAD, MARTHA, Acomb, Yorks. Dec 12. Mumford & Johnson, Bradford

*London Gazette.*—FRIDAY, Nov. 15.

ASHBURTON, Baron, Rt Hon ALEXANDER HUGH, Bath House, Piccadilly. Dec 10. Broughton & Co, Gt Marlborough st

ATKINS, GEORGE, Belair, Bromley Common, Kent. Dec 30. Latter & Willett, Bromley

ATKINS, JOHN, Newport, Mon. Dec 15. Dauncey, Newport, Mon

BOOTHROYD, WILLIAM, Ashton under Lyne, Iron Worker. Dec 7. Powell, Ashton under Lyne

CLARKSON, CLARA MARIA, Wakefield. Dec 27. Stewart & Co, Wakefield

CLAYTON, ANN Heworth, York. Dec 27. Stewart & Co, Wakefield

COLLINS, WILLIAM, A'Beckett's pl, Earl st, Kensington. Jan 1. Shepheards & Bird, King st, Kensington

COMAN, THOMAS JOHN, Coltishall, Norfolk, Grocer. Dec 31. Palmer, Norwich

CRAUFURD, GEORGE PONSONBY, Bedford Hotel, Covent Garden. Dec 14. Walker & Co, Theobald's rd, Gray's inn

CROSBY, REUBEN, Wellingore, Lincs, Sheepdipper. Dec 31. Andrew & Trotter, Lincoln

FORBES, STEVENSON, High Clere, Sydenham, Kent, Gent. Feb 13. Wood & Williamson, Manchester

GATEHOUSE, CHARLES ROBERT, Shaftesbury, Dorset, Saddler. Dec 1. Rutter & Rutter, Shaftesbury

HARMER, HARRIETT, Bognor, Sussex. Dec 16. Staffurth, Bognor

HENSHAW, SOPHIA, Chorley, Chester, Grocer. Jan 1. Welsh & Sons, Manchester

HILL, FREDERICK, Pentonville rd, Free Vintner. Dec 13. Pritchard & Sons, Gracechurch st

HOUGHTON, ROBERT, Lowton, Lancs, Esq., J.P. Dec 31. Davies & Co, Warrington

HUNDLEY, MARY, St John in Bedwardine, Worcester. Dec 20. Hyde, Worcester

JONES, Lady ANN ELIZABETH, Hove, Brighton. Dec 12. Ewer, Fenchurch st

HOLT, WILLIAM LYSTER, Parliament st, Westminster, Civil Engineer. Jan 31. Blachford & Co, Abchurch lane

MILLER, JOHN EDMUND, Holland rd, Kensington, Butcher. Dec 8. Shepheards & Bird, King st, Kensington

MITTIN, WILLIAM JAMES, Scarborough, Public Auditor. Dec 16. Staffurth, Bognor

NICOLS, ISABELLA, Brighton. Dec 21. Livesay & Co, Brighton

NORTH, MARY JANE, Leeds. Jan 1. North & Sons, Leeds

RANKEN, GEORGE ELLIOT, Philbeach grdns, South Kensington. Dec 6. Bompas & Co, Gt Winchester st

RICE, JAMES, Wroxton, Oxon, Gent. Dec 23. Pellatt, Banbury

RICHARDS, LEWIS, Abertillery, Mon. Dec 15. Dauncey, Newport, Mon

FARIA, FRANCISCO RIBEIRO DE, Viscount DE BARROS LIMA, Oporto, Portugal. Dec 12. Harper & Battcock, Rood lane

ROBINSON, FREDERICK JOHN, Raddlett, Bromley common, Kent, Gent. Dec 24. Fry, Finsbury circus

ROBSON, WILLIAM, Bournemouth, Gent. Jan 1. Shackles & Son, Hull

SCATCHERD, MARY ROSINA, Kensington crescent. Dec 30. Saxton & Son, Queen Victoria st

SHRIVELL, MARY ANN, West st, Brighton. Dec 4. Cockburn, Brighton

SMITH, GEORGE, Southweald, Essex, Dealer. Jan 15. E F & H Landon, New Broad st

STEPHENSON, PHILIP, Southport, Gent. Dec 20. Stephenson, Liverpool

TIMMS, JOHN, Leamington, Tailor. Feb 28. Field & Sons, Leamington

TRAVIS, EDMUND, Rochdale, Gent. Dec 20. Standring & Co, Rochdale

WELLINGS, JOHN, Cedar terrace, Willoughby rd, Hampstead, Gent. Dec 12. Fisher & Co, Watling st

WILSON, GEORGE, Newton, Manchester, Tent Maker. Dec 18. Heath & Sons, Manchester

WOODEOFFE, MARY ANN, Quorndon, Leics. Dec 31. Freeth & Co, Nottingham

WRIGHT, GEORGE, Diss, Norfolk, Gardener. Dec 4. Lyus & Son, Diss



## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, Nov. 15.

### RECEIVING ORDERS.

ASTON, JOHN CHARLES, High rd, Kilburn, House Agent High Court Pet Nov 11 Ord Nov 11

BAKER, JOSEPH GIUSSEPPE GARIBALDI, Finsbury Market, Finsbury sqr, Butcher High Court Pet Nov 13 Ord Nov 13

BALLARD, SARAH FINCH, Bristol, Mourning Warehouseman Bristol Pet Nov 11 Ord Nov 11

BARNES, WILLIAM, and HERBERT BARNES, High rd, Kilburn, Corn Dealers High Court Pet Nov 12 Ord Nov 12

BIRKBY, W, and JOSEPH CROSBIE, late of Manchester, Pianoforte Dealers Salford Pet Oct 28 Ord Nov 11

CLACK, WILLIAM HENRY, Shanklin, Tobacconist Newport and Ryde Pet Oct 18 Ord Nov 6

CONDON, MICHAEL, Lancaster, Plumber Preston Pet Nov 12 Ord Nov 12

DUNN, BENJAMIN, Liverpool, Tailor Liverpool Pet Nov 13 Ord Nov 13

FUELLING, ELIZABETH, London rd, Forest Hill, Kent, Fruiterer Greenwich Pet Nov 8 Ord Nov 8

HARRISON, DAVID WALTER, Manchester, out of business Manchester Pet Oct 31 Ord Nov 13

HECQUARD, CHARLES, otherwise CHARLES ADOLPHE FEOIS, late Rue Le Pelletier, Paris High Court Pet Sept 9 Ord Oct 25

HORSEY, JAMES, Gt Grimsby, Greengrocer Gt Grimsby Pet Nov 9 Ord Nov 9

JACKSON, JOHN, Birmingham, Heating Apparatus Manufacturer Birmingham Pet Nov 11 Ord Nov 11

JACKSON, JOHN, Derby, Fruit Merchant Derby Pet Nov 13 Ord Nov 13

JACKSON, THOMAS, St Bees, Cumberland, Blacksmith Whitehaven Pet Nov 11 Ord Nov 11

JERVIS, SCOTT, Barnstaple, Devon, Gent Barnstaple Pet Oct 18 Ord Nov 5

KEEP, FREDERICK, East Hagbourne, Berks, Carrier Oxford Pet Nov 11 Ord Nov 11

KINGSTON, HENRY, Lower Phillimore pl, Kensington, Auctioneer High Court Pet Aug 26 Ord Nov 13

LATHBURY, JAMES, jun, Brackley, Northamptonshire, Coaldealer Banbury Pet Nov 11 Ord Nov 11

LECOFFRE, ABRAHAM, Brockley, Kent, Perfumer High Court Pet Nov 13 Ord Nov 13

LOCKWOOD, JOHN, Mirfield, Yorks, Farmer Dewsbury Pet Nov 12 Ord Nov 12

LOMAX, JOHN ELLIDGE, Darwen, Lancs, Tailor Blackburn Pet Nov 12 Ord Nov 12

MARKHAM, JAMES, Wix, Essex, Farm Labourer Colchester Pet Nov 11 Ord Nov 11

MEIKLE, JAMES, Blackburn, Shoemaker Blackburn Pet Nov 12 Ord Nov 12

MILLER, GEORGE, Great Grimsby, Fisherman Great Grimsby Pet Nov 11 Ord Nov 11

PIGOTT, ALFRED, Fenchurch st, Merchant High Court Pet Nov 12 Ord Nov 12

POTTER, THOMAS, Mansfield, Notts, Grocer Nottingham Pet Nov 13 Ord Nov 13

POWELL, ROBERT, Nottingham, Tobacconist Nottingham Pet Nov 11 Ord Nov 11

ROSE, THOMAS SWAN, Lowestoft, Fishing Boat Owner Great Yarmouth Pet Nov 11 Ord Nov 11

ROWE, HENRY SPARROW FULBROOK, Luton, Beds, Licensed Victualler Luton Pet Nov 11 Ord Nov 11

RUDD, THOMAS, Whittlesey, Isle of Ely, Cantab Blacksmith Peterborough Pet Nov 11 Ord Nov 11

SANDERSON, ELIZABETH, Exmouth, Devon, Widow Exeter Pet Nov 11 Ord Nov 11

SENIOR, EDWARD, Bradford, Glass Dealer Bradford Pet Nov 11 Ord Nov 11

SHARPE, FREDERICK, Grafton st, Tottenham Court rd, Fishmonger High Court Pet Nov 12 Ord Nov 12

SHAW, THOMAS FRANCIS, and JOHN MORGAN, Plough ct, Fleet st, Printers High Court Pet Nov 7 Ord Nov 11

SLACK, JOHN, New Basford, Notts, Grocer Nottingham Pet Nov 11 Ord Nov 11

STEVENS, JOHN SAMUEL, Head Stone Farm, Pinner, Farmer St Albans Pet Nov 12 Ord Nov 12

SUMMERSCALE, ALFRED, Garforth, Yorks, Contractor Wakefield Pet Nov 13 Ord Nov 13

TUNNICLIFF, MICHAEL, Burelem, Staffs, Tailor Burslem Pet Nov 11 Ord Nov 11

WATTLEY, RICHARD, Sidmouth, Devon, Builder and Coal Merchant Exeter Pet Nov 11 Ord Nov 11

WERKES, HENRY SIMNOTH, Walton on Thames, Baker Kingston, Surrey Pet Nov 12 Ord Nov 12

### FIRST MEETINGS.

BALLARD, SARAH FINCH, Bristol, Mourning Warehouseman Dec 4 at 12.30 Off Rec, Bank chmbrs, Bristol

BELLIS, WILLIAM, Stanley pk, Litherland, Lancs, Mercantile Clerk Nov 25 at 2.30 Off Rec, 35, Victoria st, Liverpool

BERRY, JOHN, Woolpit, Suffolk, Brickmaker's Foreman Nov 22 at 12 Off Rec, Ipswich

BOYDEN, ALFRED, Lexden, Colchester, Butcher Nov 23 at 10.45 Townhall, Colchester

BRIGHT, ARTHUR, Cross st, Islington, Grocer Nov 29 at 12 Bankruptcy bldgs, Lincoln's inn
CLACK, WILLIAM HENRY, Shanklin, I W, Tobacconist Nov 23 at 11 Holyrood chmbrs, Newport, I W
COOK, EDWARD, Stondon, Massey, Farmer Nov 23 at 2.30 Shirehall, Chelmsford
COWLEY, ALBERT, Moreton st, Pimlico, Baker Nov 29 at 11 33, Carey lane, Lincoln's inn
CRAZE, HENRY JOHN, St Peter's sq, Hammersmith, formerly Commercial Traveller Nov 26 at 2.30 33, Carey st, Lincoln's inn
CROCKER, HENRY JONAS, Aylesbury, Plasterer Nov 27 at 12 1, St Aldate's, Oxford
DALLY, ALFRED, Roman rd, Old Ford, Draper Nov 26 at 12 Bankruptcy bldgs, Lincoln's inn
DIXON, THOMAS, Middleton, nr Leeds, Farmer Nov 25 at 11 Off Rec, 22, Park row, Leeds
EDWARDS, GEORGE WILLIAM, Fornham All Saints, Suffolk, Wheelwright Nov 28 at 11.45 Guildhall, Bury St Edmunds
ELIAS, OWEN HENRY, Bee Croft, Valley, Anglesey, Builder Nov 26 at 2 Off Rec, 35, Victoria st, Liverpool
FREEMANTLE, JAMES, Bitterne, Southampton, Postman Nov 28 at 11 Off Rec, 4, East st, Southampton
HARVEY, SAMUEL T, Queen Victoria st, Surveyor Nov 28 at 11 33, Carey st, Lincoln's inn
HEMYNG, PHILIP HENRY, Beulah rd, Thornton heath, Surrey, Journalist Nov 25 at 12 119, Victoria st, Westminster
HOLLINGWORTH, SAMUEL, Southport, Bootmaker Nov 25 at 12 Off Rec, 35, Victoria st, Liverpool
HORNE, JOSEPH BAWDEN, Derby, Baker Nov 22 at 12 Off Rec, St James's chmbrs, Derby
HOUGHTON, WILLIAM, Colchester, Boatbuilder Nov 23 at 12 Off Rec, 8, King st, Norwich
JACKSON, THOMAS, St Bees, Cumberland, Blacksmith Nov 25 at 12 67, Duke st, Whitehaven
LOCKWOOD, JOHN, Mirfield, Yorks, Farmer Nov 25 at 4 Off Rec, Bank chbrs, Batley
MARKHAM, JAMES, Wix, Essex, Farm Labourer Nov 23 at 11 Townhall, Colchester
MAY, WILLIAM VALENTINE, Lancaster place, Strand, Auctioneer Nov 28 at 12 Bankruptcy bldngs, Lincoln's inn
NEWBY, CHARLES, Armley, Leeds, Cab Proprietor Nov 25 at 12 Off Rec, 22, Park row, Leeds
OCKENDEN, HENRY RAYMOND, The Station Approach, Anerley, Surrey, Builder Nov 25 at 3 119, Victoria st, Westminster
RHYS, LEYSON, Hirwain, Brecknockshire, Beerhouse Keeper Nov 22 at 3 Off Rec, Merthyr Tydfil
ROSE, THOMAS SWAN, Lowestoft, Fishing Boat Owner Nov 26 at 2.45 Suffolk Hotel, Lowestoft, Suffolk
RUDD, THOMAS, Whittlesey, Isle of Ely, Cantab, Blacksmith Nov 29 at 12 Law Courts, New rd, Peterborough
SANDERSON, ELIZABTH, Exmouth, Devon, Widow Nov 25 at 11 Off Rec, 18, Bedford circus, circus
SENIOR, EDWARD, Bradford, Glass Dealer Nov 25 at 11 Off Rec, 31, Manor row, Bradford
SIMNETT, WILLIAM, Winshill, Staffs, Labourer Nov 22 at 3 Midland Hotel, Burton on Trent
SNOAD, JOHN, Dionis ter, New King's rd, Fulham, Butcher Nov 27 at 11 Bankruptcy bldngs, Lincoln's inn
THOMAS, JOHN, Pontypridd, Glam, Butter Merchant Nov 25 at 3 Off Rec, Merthyr Tydfil
TYLER, OLIVER, Hereford, Boot Dealer Nov 29 at 10 2, Offa st, Hereford
WATTLEY, RICHARD, Sidmouth, Devon, Builder Nov 25 at 11 Off Rec, 13, Bedford circus, Exeter
WILMER, WILMER BRADFORD, Batley, Yorks, late Timber Merchant Nov 25 at 3 Off Rec, Bank chbrs, Batley
WOOLLS, WILLIAM JOSEPH, Ipswich, Card Box Manufacturer Nov 26 at 12 33, Carey st, Lincoln's inn

## ADJUDICATIONS.

BEARD, ALBERT EDWARD, Newerne, Lydney, Glos, Grocer Newport, Mon Pet Nov 6 Ord Nov 12
BIRKBY, W., and JOSEPH CROSBIE, late of Manchester, Pianoforte Dealers Salford Pet Oct 28 Ord Nov 13
BRISCOE, WILLIAM HENRY, Addiscombe, Croydon, Surrey, Gent Croydon Pet Sept 24 Ord Nov 11
CAMPION, ROBERT, Oxford, Cab Proprietor Oxford Pet Oct 28 Ord Nov 12
CLAPSON, EDMUND, Southborough, Tonbridge, Farmer Tunbridge Wells Pet Oct 25 Ord Nov 11
CONDON, MICHAEL, Lancaster, Plumber Preston Pet Nov 12 Ord Nov 12
COX, HENRY, Bolton grdns, Chiswick, Licensed Victualier Brentford Pet Oct 28 Ord Nov 8
DUNN, BENJAMIN, Liverpool, Tailor Liverpool Pet Nov 13 Ord Nov 13
ELIAS, OWEN HENRY, Bee Croft, Valley, Anglesey, Builder Liverpool Pet Sept 21 Ord Nov 13
FUELLING, ELIZABETH, London rd, Forest hill, Kent, Fruiterer Greenwich Pet Nov 8 Ord Nov 8
HARVEY, SAMUEL T., Queen Victoria st, Surveyor High Court Pet Sept 27 Ord Nov 13
HICKS, WILLIAM CHANDOS, Birmingham, Baker Birmingham Pet Oct 24 Ord Nov 13
HORBEY, JAMES, Gt Grimsby, Greengrocer Gt Grimsby Pet Nov 9 Ord Nov 9
JACKSON, JOHN, Derby, Fruit Merchant Derby Pet Nov 13 Ord Nov 13
JACKSON, THOMAS, St Bees, Cumberland, Blacksmith Whitehaven Pet Nov 11 Ord Nov 11
KEEP, FREDERICK, East Hagbourne, Berks, Carrier Oxford Pet Nov 11 Ord Nov 11
KNIGHT, CHARLES, Newport, I.W., Photographer Newportand Ryde Pet Oct 29 Ord Oct 31
LOMAX, JOHN ELLIDGE, Darwen, Lancs, Tailor Blackburn Pet Nov 12 Ord Nov 12
MARKHAM, JAMES, Wix, Essex, Farm Labourer Colchester Pet Nov 11 Ord Nov 11
MEIKLE, JAMES, Blackburn, Shoemaker Blackburn Pet Nov 12 Ord Nov 12
MORGAN, JOHN MORRIS, Machen Upper, Mon, Manufacturing Chemist Newport, Mon Pet Nov 6 Ord Nov 13
MILLER, GEORGE, Gt Grimsby, Fisherman Gt Grimsby Pet Nov 11 Ord Nov 11
POWELL, HUBERT THOMAS, Rogerstone, Mon, Butcher Newport, Mon Pet Nov 8 Ord Nov 12
POWELL, ROBERT, Nottingham, Tobacconist Nottingham Pet Nov 11 Ord Nov 11
RICHARDS, GEORGE THOMAS, jun, Bristol, Confectioner Bristol Pet Nov 9 Ord Nov 11
ROSE, THOMAS SWAN, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Nov 11 Ord Nov 11
ROWE, HENRY SPARROW FULBROOK, Luton, Beds, Licensed Victualler Luton Pet Nov 11 Ord Nov 11
RUDD, THOMAS, Whittlesey, Isle of Ely, Cantab, Blacksmith Peterborough Pet Nov 11 Ord Nov 11
SANDERSON, ELIZABETH, Exmouth, Devon, Widow Exeter Pet Nov 11 Ord Nov 11
SENIOR, EDWARD, Bradford, Glass Dealer Bradford Pet Nov 11 Ord Nov 11
SHARPE, FREDERICK, Grafton st, Tottenham ct rd, Fishmonger High Court Pet Nov 12 Ord Nov 12
SLACK, JOHN, New Basford, Nottingham, Grocer Nottingham Pet Nov 11 Ord Nov 11
SUMMERSCALE, ALFRED, Garforth, Yorks, Contractor Wakefield Pet Nov 13 Ord Nov 13
TUNNICLIFF, MICHAEL, Burslem, Staffs, Tailor Burslem Pet Nov 11 Ord Nov 11
WATTLEY, RICHARD, Sidmouth, Devon, Builder Exeter Pet Nov 11 Ord Nov 11
WEBB, JAMES, Piccadilly, Artist High Court Pet Nov 4 Ord Nov 12
WILLDIGG, THOMAS, and KENNETH LUPTON, Burges, Coventry, Engineers' Founders Coventry Pet Oct 24 Ord Nov 13
WOODMAN, JAMES, Blackfriars rd, Publican High Court Pet June 12 Ord Nov 11

*London Gazette*—TUESDAY, Nov. 19.

## RECEIVING ORDERS.

ANDREWS, WILLIAM, Cockermouth, Cumberland, Butcher Cockermouth Pet Nov 14 Ord Nov 14
ASQUITH, THOMAS, Wakefield, Butcher Wakefield Pet Nov 14 Ord Nov 14
BRAMALL, WILLIAM, Silkstone common, nr Barnsley, Yorks, Farmer Barnsley Pet Nov 14 Ord Nov 14
CUNNINGHAM, WALTER, and WILLIAM REUBEN DAY, High rd, Leyton, Timber Merchants High Court Pet Nov 14 Ord Nov 14
DAVIES, SAMUEL EDWARD JOHN, and THOMAS ROLLISTON, Swansea, Plumbers Swansea Pet Nov 12 Ord Nov 12
EVANS, WILLIAM, Ryde, I. W., Draper Newport Pet Nov 15 Ord Nov 15
GODDARD, THOMAS, Eastbourne, Fishmonger Hastings Pet Nov 16 Ord Nov 16
GRIMSHAW, CHARLES HENRY, Manchester, Ironmonger Manchester Pet Nov 16 Ord Nov 16
HETHERINGTON, WILLIAM, Segbush Well, Kirklinton, Cumberland, Farmer Carlisle Pet Nov 15 Ord Nov 15
HIND, WILLIAM FOY, Kingston upon Hull, Milkseller Kingston upon Hull Pet Nov 16 Ord Nov 16
HOLDEN, JOHN WHITE, Carmarthen, Coal Merchant Carmarthen Pet Nov 15 Ord Nov 15
JONES, EVAN, Skewen, nr Neath, Glam, Collier Neath Pet Nov 16 Ord Nov 16
LEECH, JOHN, Wilmslow, Cheshire, Grocer Manchester Pet Nov 14 Ord Nov 14
MACLEAR, HENRY W, North Camp, Aldershot, Major Canterbury Pet Oct 22 Ord Nov 15
MARRIOTT, HERBERT, Smithies, Birstal, Yorks, Manufacturer Dewsbury Pet Nov 15 Ord Nov 15
MASTERS, FRANCIS, Grosvenor rd, Mildmay park, Highbury, Merchant High Court Pet Oct 24 Ord Nov 16
PLATE, HENRI EDOUARD, Manchester, General Merchant Manchester Pet Nov 14 Ord Nov 14
RICHARDSON, JOHN HENRY, York, Coal Dealer York Pet Nov 16 Ord Nov 16
ROBINSON, PHILIP, Salisbury ct, Fleet st, Editor of the Sunday Times High Court Pet Sept 5 Ord Nov 14
ROUND, JOSEPH, Walsall, Night Soil Foreman Walsall Pet Nov 15 Ord Nov 15
ROUSE, FRANK, St Thomas the Apostle, Devon, Insurance Clerk Exeter Pet Nov 14 Ord Nov 14
SNELL, WALTER JAMES, Eastville, Glos, Confectioner Bristol Pet Nov 14 Ord Nov 14
STEHR, LUDWIG HENRY, Moor lane, Commercial Traveller High Court Pet Nov 14 Ord Nov 14
TRAVERS, MORDAUNT THOMAS OTHO, Plumstead, Kent, Captain in Royal Scots Fusiliers Greenwich Pet Nov 12 Ord Nov 12
TURNER, MAURICE HENRY, Burnley, Boot Dealer Burnley Pet Nov 16 Ord Nov 16
WALKER, EDWIN, Dewsbury, Engineer Dewsbury Ord Oct 29
WALMSLEY, JOHN, Wallingfen, Yorks, Innkeeper Kingston upon Hull Pet Nov 15 Ord Nov 15
WATTS, J. HUNTER, Seething Lane, Colour Manufacturer High Court Pet July 31 Ord Oct 24
WILKINS, JOHN, Whitecross st, Butcher High Court Pet Nov 11 Ord Nov 14
WILSON, ROBERT, Penrith, Cumberland, Innkeeper Carlisle Pet Nov 16 Ord Nov 16
WINTER, JOSEPH, Manchester, Manager Manchester Pet Nov 14 Ord Nov 14
YONGE, WALTER SCRYMSHER VERNON, Bishops Waltham, Hants, Farmer Southampton Pet Nov 16 Ord Nov 16

The following amended notice is substituted for that published in the London Gazette of Nov. 8.

WILMER-WILMER, BRADFORD, Batley Yorks, out of business Dewsbury Pet Oct 24 Ord Nov 6

The following amended notice is substituted for that published in the London Gazette of Nov 15.

LOMAX, JOHN ELLIDGE, Darwen, Lancs, Tailor Blackburn Pet Nov 12 Ord Nov 12

## RECEIVING ORDER RESCINDED.

JOBLING, MARK ERNEST, Scarsdale villas, Kensington, Mining Engineer High Court Ord Oct 11 Resc Nov 15

## FIRST MEETINGS.

ANGOLD, W., Osnaburgh st, Regent's Park, Builder Dec 3 at 12 33, Carey st, Lincoln's inn fields
ASQUITH, THOMAS, Wakefield, Butcher Nov 26 at 11 Off Rec, Bond terr, Wakefield
BIRKBY, W., and JOSEPH CROSBIE, late of Manchester, Pianoforte Dealers Nov 26 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
BLENNERHASSET, JOHN FREDERICK, Vernon st, Kings' Cross rd, Hydraulic Engineer Dec 3 at 11 33, Carey st, Lincoln's inn fields
BROWN, KERSHAW GEORGE, Sheffield, Joiner's Tool Manufacturer Nov 27 at 10 Off Rec, Figtree lane, Sheffield
CONDON, MICHAEL, Lancaster, Plumber Dec 20 at 3 Off Rec, 14, Chapel st, Preston
COX, HENRY, Bolton grdns, Chiswick, Licensed Victualler Nov 26 at 11 No 16, Room, 30 & 31, St Swithin's lane
DAVIES, SAMUEL EDWARD JOHN, and THOMAS ROLLISTON, Swansea, Plumbers Nov 25 at 10.30 Off Rec, 97, Oxford rd, Swansea
DAVIS, THOMAS, Worcester, Fruit Merchant Nov 20 at 11 Off Rec, Worcester
DUNN, BENJAMIN, Liverpool, Tailor Nov 28 at 3 Off Rec, 35, Victoria st, Liverpool
HARRIS, TUDOR, Bruton st, New Bond st, Commission Agent Nov 29 at 12 33, Carey st, Lincoln's inn
HARROP, THOMAS, Mexborough, Yorks, Auctioneer Nov 27 at 10.30 Off Rec, Figtree lane, Sheffield
HETHERINGTON, WILLIAM, Segbush Well, Kirklinton Cumberland, Farmer Dec 2 at 12 Off Rec, 34, Fisher st, Carlisle
JACKSON, JOHN, Derby, Fruit Merchant Nov 27 at 3 Off Rec, St James's chmbrs, Derby
KEEP, FREDERICK, East Hagbourne, Berks, Carrier Nov 29 at 12 No 1, St Aldate's, Oxford
LOMAX, JOHN ELLIDGE, Darwen, Lancs, Tailor Dec 3 at 2.30 County Court house, Blackburn
MEIKLE, JAMES, Blackburn, Shoemaker Dec 3 at 3 County Court house, Blackburn
MOSELEY, WILLIAM, Birmingham, Coaldealer Nov 27 at 2 25, Colmore row, Birmingham
OWEN, SAMUEL, Sun st, Finsbury, Plumber Nov 29 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
PEARS, WALTER, Birmingham, Tobacconist Nov 29 at 11 25, Colmore row, Birmingham
POWELL, ROBERT, Nottingham, Tobacconist Nov 26 at 12 Off Rec, 1, High pavement, Nottingham
RICHARDSON, JOHN HENRY, York, Coaldealer Nov 28 at 12 Off Rec, 28, Stonegate, York
ROGERS, HARRY CORNELIUS EDWIN, Birmingham, Physician Nov 28 at 11 25, Colmore row, Birmingham
ROUSE, FRANK, St Thomas the Apostle, Devon, Insurance Clerk Nov 28 at 11 Off Rec, 13, Bedford circus, Exeter
SHAW, EDWIN, Overmore, Dilhorn, Staffs, Farmer Nov 28 at 10.30 Off Rec, Newcastle under Lyme
SLACK, JOHN, New Basford, Nottingham, Grocer Nov 26 at 11 Off Rec, 1, High pavement, Nottingham
SOUTHERN, LEE, Manchester, Bazaar Decorator Nov 26 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
STONIER, FRANCIS, Wrinehill, Staffs, Miller Nov 28 at 12 Off Rec, Newcastle under Lyme
SUMMERSCALE, ALFRED, Garforth, Yorks, Contractor Nov 26 at 2 Off Rec, Bond terr, Wakefield
TILLITSON, JOSEPH, Bank, Leeds, Journeyman Gardener Nov 27 at 11 Off Rec, 22, Park row, Leeds
TUNNICLIFF, MICHAEL, Burslem, Staffs, Tailor Nov 28 at 11.15 Off Rec, Newcastle under Lyme
WARD, JOHN, and SCOTT JAMES BREESE, Coleman st, Tailors Nov 28 at 12 33, Carey st, Lincoln's inn
WELLS, SAMUEL, Leeds, Butcher Nov 27 at 12 Off Rec, 22, Park row, Leeds

## ADJUDICATIONS.

ANDREWS, WILLIAM, Cockermouth, Cumberland, Butcher Cockermouth Pet Nov 14 Ord Nov 14
ASQUITH, THOMAS, Wakefield, Butcher Wakefield Pet Nov 14 Ord Nov 14
ASTON, JOHN CHARLES, High rd, Kilburn, House Agent High Court Pet Nov 11 Ord Nov 15
BAKER, JOSEPH GUISSEPPE GARIBALDI, Finsbury market, Finsbury sq, Butcher High Court Pet Nov 13 Ord Nov 13
BARNES, WILLIAM, and HERBERT BARNES, High rd, Kilburn, Corn Dealers High Court Pet Nov 12 Ord Nov 14
BRAMALL, WILLIAM, Silkstone common, nr Barnsley, Farmer Barnsley Pet Nov 14 Ord Nov 14
CLACK, WILLIAM HENRY, Shanklin, I.W., Tobacconist Newport and Ryde Pet Oct 18 Ord Nov 15

CLEVERLY, CHARLES HENRY, Croydon, Corn Merchant Croydon Pet Oct 18 Ord Nov 13
CROCKER, HENRY JONAS, Aylesbury, Plasterer Aylesbury Pet Nov 5 Ord Nov 14
FAIRBROTHER, THOMAS, and JOHN COMERY, Long Eaton, Derbyshire, Lace Manufacturers Derby Pet Oct 16 Ord Nov 15
FINCH, OLIVER LEMON, Camberwell Station rd, Carman High Court Pet Oct 1 Ord Nov 15
GITTINGS, ENOCH, Bilston, Staffs, Iron Manufacturer Dudley Pet Nov 2 Ord Nov 12
GRIMSHAW, CHARLES HENRY, Manchester, Ironmonger Manchester Pet Nov 16 Ord Nov 16
HEMYNG, PHILIP HENRY, Beulah rd, Thornton Heath, Surrey, Journalist Croydon Pet Oct 26 Ord Nov 13
HETHERINGTON, WILLIAM, Segbush Well, Kirklinton, Cumberland, Farmer Carlisle Pet Nov 15 Ord Nov 15
HIND, WILLIAM FOY, Kingston upon Hull, Milkseller Kingston upon Hull Pet Nov 16 Ord Nov 16
HOLDEN, JOHN WHITE, Carmarthen, Coal Merchant Carmarthen Pet Nov 15 Ord Nov 15
HOUGHTON, WILLIAM, Colchester, Boatbuilder Gt Yarmouth Pet Oct 18 Ord Nov 15
JONES, EVAN, Skewen, near Neath, Glam, Collier Neath Pet Nov 16 Ord Nov 16
LEECH, JOHN, Wimslow, Cheshire, Grocer Manchester Pet Nov 14 Ord Nov 14
LOCKWOOD, JOHN, Mirfield, Yorks, Farmer Dewsbury Pet Nov 12 Ord Nov 13
MARTIN, H., Market pl, Putney, Grocer Wandsworth Pet Aug 21 Ord Nov 14
OLIVER, JOSEPH, Gt Everdon, Northampton, Baker Northampton Pet Nov 1 Ord Nov 6
POTTER, THOMAS, Mansfield, Notts, Grocer Nottingham Pet Nov 13 Ord Nov 13
RICHARDSON, JOHN HENRY, York, Coaldealer York Pet Nov 16 Ord Nov 16
ROUND, JOSEPH, Walsall, Night Soil Foreman Walsall Pet Nov 15 Ord Nov 15
ROUSE, FRANK, St Thomas the Apostle, Devon, Insurance Clerk Exeter Pet Nov 14 Ord Nov 14
STEHR, LUDWIG HENRY, Moor lane, Commercial Traveller High Court Pet Nov 14 Ord Nov 14
SUTHERLAND, JAMES EDWARD, late of Plumstead, Woolwich, Solicitor Greenwich Pet Oct 25 Ord Nov 13
TILLY, GEORGE HENRY, Bristol, Grocer Bristol Pet Nov 6 Ord Nov 14
WALMSLEY, JOHN, Wallingfen, Yorks, Innkeeper Kingston upon Hull Pet Nov 15 Ord Nov 15
WILKINS, JOHN, Whitecross st, Butcher High Court Pet Nov 11 Ord Nov 15
YABSLEY, JOHN, Paignton, Devon, Builder East Stonehouse Pet Nov 7 Ord Nov 15
YONGE, WALTER SCRYMSHIRE VERNON, Bishops Waltham, Hants, Farmer Southampton Pet Nov 16 Ord Nov 16

## SALE OF ENSUING WEEK.

Nov. 26.—Messrs. JONES, LANG, & Co., at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, this week, p. 4).

*Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.*

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